Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

Filing at a Glance

Company: The Prudential Insurance Company of America

Product Name: PF: Association Disability SERFF Tr Num: PRUX-126091014 State: ArkansasLH TOI: H11G Group Health - Disability Income SERFF Status: Closed State Tr Num: 41978

Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: SLDAR0182501F01 State Status: Approved-Closed

Long Term

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Author: SPI Prudential Disposition Date: 03/27/2009
Date Submitted: 03/26/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: PF: Association Disability

Project Number: 83500 CSP-LTD-1003, et al

Requested Filing Mode: Review & Approval

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large Overall Rate Impact: Group Market Type: Association, Other,

Discretionary, Employer, Trust

Filing Status Changed: 03/27/2009 Explanation for Other Group Market Type:

Credit Union, Labor Union

State Status Changed: 03/27/2009

Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

See cover letter.

The following TOIs and sub-TOIs also apply to this filing:

H11G.001 Group Health - Disability Income - Business Overhead Expense

Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

H11G.002 Group Health - Disability Income - Short Term H11G.003 Group Health - Disability Income - Long Term

L04G.500 Group Life - Term - Other

Company and Contact

Filing Contact Information

Susan Roman, Regulatory Contract Specialist susan.roman@prudential.com 80 Livingston Avenue (973) 548-6379 [Phone] Roseland, NJ 07068 (973) 548-6480[FAX]

Filing Company Information

The Prudential Insurance Company of America CoCode: 68241 State of Domicile: New Jersey 80 Livingston Avenue Group Code: 304 Company Type: Life and Health

Roseland, NJ 07068 Group Name: State ID Number:

(973) 548-6479 ext. [Phone] FEIN Number: 22-1211670

Filing Fees

Fee Required? Yes

Fee Amount: \$280.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

The Prudential Insurance Company of America \$280.00 03/26/2009 26721091

Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	03/27/2009	03/27/2009

Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

Disposition

Disposition Date: 03/27/2009

Implementation Date: Status: Approved-Closed

Comment: This submission is being approved with the understanding that each association that is the policyholder, must have our Department's prior approval. I am attaching a questionnaire that must be answered and submitted to our Department with respect to each association group.

Rate data does NOT apply to filing.

Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

·	FF. Association Disability/03300 CSF-LID-1003, et al		
Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Specifications Page - Long Term Disability Plan	Approved-Closed	Yes
Form	Certificate of Coverage	Approved-Closed	Yes
Form	General Provisions	Approved-Closed	Yes
Form	Long Term Disability Coverage - Genera Information	Approved-Closed	Yes
Form	Long Term Disability Coverage - Benefit Information	Approved-Closed	Yes
Form	Long Term Disability Coverage - Other Services	Approved-Closed	Yes
Form	Long Term Disability Coverage - Additional Benefit Options - Cost of Living Adjustment Benefit Option	Approved-Closed	Yes
Form	Long Term Disability Coverage - Additional Benefit Options - Extension of Benefits Option	Approved-Closed	Yes
Form	Long Term Disability Coverage - Additional Benefit Options - Future Purchase Option	Approved-Closed	Yes
Form	Long Term Disability Coverage - Additional Benefit Options - Recovery Benefit Option	Approved-Closed	Yes
Form	Long Term Disability Coverage - Additional Benefit Options - Critical Illnes Benefit Option	Approved-Closed s	Yes
Form	Long Term Disability Coverage - Additional Benefit Options - Catastrophic Disability Benefit Option	Approved-Closed	Yes
Form	Short Term and Long Term Disability Coverage - Claim Information	Approved-Closed	Yes
Form	Request for Reinstatement and Affirmation of Good Health	Approved-Closed	Yes

We have received your filing regarding the above named association/ discretionary group. To determine if this organization is a qualified group under our statutes, please provide the answers to the following questions:

- 1. Name and address of the group.
- 2. Is this group incorporated? If so, give state of incorporation.
- 3. Is there a current office in Arkansas?
- 4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.
- 5. Are annual dues charged? If so, specify amount.
- 6. What are the specific activities of the organization?
- 7. What benefits are provided to the members in addition to insurance? PLEASE ATTACH BROCHURES ON THE BENEFITS.
- 8. What qualifies an individual for membership?
- 9. How are members recruited? If by mailing list, advise the source of this list
- 10. Attach a copy of the organization by-laws.
- 11. Also, enclose a list of dues paying members residing in Arkansas with full addresses. If the organization considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.
- 12. Please attach a copy of the organization's most recent financial statement.
- 13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

Approval of the organization as a qualified group for insurance purposes will be determined upon receipt of your reply.

Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

Form Schedule

Lead Form Number: 83500 CSP-LTD-1003

Review	Form	Form Type	Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
Approved-	83500	Schedule	Specifications Page -	Initial		53	83500 CSP-
Closed	CSP-LTD-	Pages	Long Term Disability				LTD-
	1003		Plan				1003.PDF
Approved-	83500	Certificate	Certificate of	Initial		58	83500 CERT-
Closed	CERT-102	5Amendmer	n Coverage				1025.PDF
		t, Insert					
		Page,					
		Endorseme)				
		nt or Rider					
Approved-	83500	Certificate	General Provisions	Initial		55	83500 CGP-
Closed	CGP-1034	Amendmer	1				1034.PDF
		t, Insert					
		Page,					
		Endorseme)				
		nt or Rider					
			Long Term Disability	Initial		69	83500 CGI-
Closed	1002		Coverage - General				1002.PDF
		t, Insert	Information				
		Page,					
		Endorseme	9				
		nt or Rider					
			Long Term Disability	Initial		56	83500 CBI-
Closed	LTD-1204		Coverage - Benefit				LTD-
		t, Insert	Information				1204.PDF
		Page,					
		Endorseme)				
اد میرسمیر م	02500	nt or Rider	Long Tarra Diochility	lnitial		50	02500 COTC
Approved-			Long Term Disability	initiai		56	83500 COTS-
Closed	COTS-		Coverage - Other				LTD-
	LTD-1018	t, Insert	Services				1018.PDF
		Page,					
		Endorseme	;				

SERFF Tracking Number:	PRUX-126091014	State:	Arkansas		
Filing Company:	The Prudential Insurance Company of America	State Tracking Number:	41978		
Company Tracking Number:	SLDAR0182501F01				
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.005 Combined Short Term and Long Term		
Product Name:	PF: Association Disability				
Project Name/Number:	PF: Association Disability/83500 CSP-LTD-10	03, et al			
	nt or Rider				
Approved- 83500	Certificate Long Term Disability In	nitial	56	83500 CAB-	
Closed CAB-	Amendmen Coverage -			COLA-	
COLA-100	11t, Insert Additional Benefit			1001.PDF	
	Page, Options - Cost of				
	Endorseme Living Adjustment				
	nt or Rider Benefit Option				
Approved- 83500	Certificate Long Term Disability In	nitial	50	83500 CAB-	
Closed CAB-	Amendmen Coverage -			ADLX-	
ADLX-100	,			1001.PDF	
	Page, Options - Extension				
	Endorseme of Benefits Option				
	nt or Rider				
Approved- 83500	Certificate Long Term Disability II	nitial	56	83500 CAB-	
Closed CAB-FP-	Amendmen Coverage -			FP-1003.PDF	
1003	t, Insert Additional Benefit				
	Page, Options - Future				
	Endorseme Purchase Option				
Approved- 83500	nt or Rider	oitial	50	83500 CAB-	
Closed CAB-RB-	Certificate Long Term Disability II Amendmen Coverage -	Illiai	56	RB-1001.PDF	
1001	t, Insert Additional Benefit			KB-1001.FDF	
1001	Page, Options - Recovery				
	Endorseme Benefit Option				
	nt or Rider				
Approved- 83500	Certificate Long Term Disability II	nitial	51	83500 CAB-	
• •	- Amendmen Coverage -		0 .	CIBL-	
1001	t, Insert Additional Benefit			1001.PDF	
	Page, Options - Critical				
	Endorseme Illness Benefit Option				
	nt or Rider				
Approved- 83500	Certificate Long Term Disability In	nitial	53	83500 CAB-	
Closed CAB-CDB-	- Amendmen Coverage -			CDB-	
1001	t, Insert Additional Benefit			1001.PDF	
	Page, Options -				
	Endorseme Catastrophic				
	nt or Rider Disability Benefit				
	Option				

Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

Approved- 83500 Certificate Short Term and Long Initial 53 83500 CCLM-

1035.PDF

Closed CCLM- Amendmen Term Disability

1035 t, Insert Coverage - Claim

Page, Information

Endorseme nt or Rider

Approved- GL.2009.02 Application/ Request for Initial 53 GL_2009_025

Closed 5 Enrollment Reinstatement and .PDF

Form Affirmation of Good

Health

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

[Specifications Page

LONG TERM DISABILITY PLAN

Contract Holder: ABC Association Trust

Group Contract No.: G-00001-ST

Participating Association: XYZ Association

Effective Date of Coverage: January 1, 20XX

Member: John A. Doe

Member's Address: 123 Main Street, Anytown, ST 12345

Certificate No.: 98765

Member's Date of Birth: July 1, 19XX

Member No.: 999999

Member Long Term Disability Coverage: Applies

Elimination Period: <0 - 36 months>

Benefits begin the day after the elimination period is completed.

Monthly Benefit: <\$100 - unlimited>, until it is reduced due to your age.

Your benefit may be reduced by disability earnings. Some disabilities may not be covered or may be limited under this

coverage.

Monthly Benefit Reduction Due to Age:

On the Premium Payment Date on or next following the date you attain age <65-85>, your monthly benefit is reduced to <\$100 - unlimited>. Your premium will be adjusted accordingly. This reduction does not apply to a payable claim that occurs prior to the

reduction.

Maximum Period of Payment: <12 months – lifetime>

Age at Effective Date of Coverage: 50

Initial Premium Amount: \$xx.xx

Premium Mode: Semi-Annually

83500

CSP-LTD-1003 [(A)]

Premium Payment Dates: January 1; July 1

Excluded Conditions: Your plan does not cover a disability caused by, contributed to by, or

resulting from: angioneurotic edema and complications thereof; Raynaud's disease; varicose veins, varicose or stasis ulcer, or

phlebitis; any disease or disorder of the colon.

Cost of Living Adjustment Benefit Option: Applies

Activities of Daily Living Extended Benefits Option: Applies

Future Purchase Option: Applies

Recovery Benefit Option: Applies

Catastrophic Disability Benefit Option: Applies

Catastrophic Disability

Monthly Benefit Amount: <\$1,000 - \$5,000>

Maximum Period of

Catastrophic Disability Payments: <6 months - lifetime>

Critical Illness Benefit Option: Applies

Critical Illness

Lump Sum Benefit Amount: <\$1,000 - \$250,000>

IMPORTANT: THIS IS A PART OF YOUR CERTIFICATE. IT IS EVIDENCE OF YOUR COVERAGE AND SHOULD BE ATTACHED TO YOUR CERTIFICATE. THIS SPECIFICATIONS PAGE REPLACES, AS OF JULY 1, 20XX, ANY PRIOR SPECIFICATIONS PAGE ISSUED TO YOU WITH RESPECT TO THE COVERAGES DESCRIBED IN THE CERTIFICATE.

If you have any questions regarding the coverage in this certificate, please contact the Plan Administrator:

ABC Trust Administrators, 987 Main Street, Sometown, ST 12456 1-800-999-8888]

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 CSP-LTD-1003

All of the material on form 83500 CSP-LTD-1003 is illustrative. It includes the disability coverage information that applies to a Contract Holder's plan.

Illustrative material consists of any entries such as names, dates, addresses, classes eligible, waiting periods, elimination periods, benefit amounts, benefit periods, ages, numbers, amounts, percentages or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The terms "Contract Holder", "Association", "Participating Association" and "Employer" may be used interchangeably.

The term "Plan Administrator" may be replaced by "Prudential".

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

The following is a complete list of the conditions that may appear as "Excluded Conditions":

CIRCULATORY:

- angioneurotic edema and complications thereof;
- Raynaud's disease;
- phlebitis, thrombophlebitis, varicose veins, varicose or stasis ulcers, or pulmonary embolism;
- varicose veins, varicose or stasis ulcer, or phlebitis.

DIGESTIVE:

- any disease or disorder of the rectum or anus, including fistula-in-ano and ischiorectal abscess;
- hemorrhoids;
- any disease or disorder of the colon or rectum, including malignancy;
- diverticulosis or diverticulitis of the [colon, esophagus, or small intestine];
- Meckel's diverticulum;
- any disease or disorder of the esophagus or esophageal sphincter;
- any disease or disorder of the gallbladder or biliary ducts;
- [specific type and location] hernia;
- any disease or disorder of the stomach;
- · any disease or disorder of the colon;
- peritoneal adhesions or intestinal obstruction;
- intussusception, volvulus, or intestinal obstruction;

any disease or disorder of the small or large intestine.

EAR, EYE, NOSE, THROAT, SKIN:

- any disease or disorder of the [left, right, or both] ear(s);
- any disease or disorder of the [left, right, or both] ear(s) or mastoid(s);
- · any disease or disorder of the ears;
- blindness or impaired vision;
- blindness or impaired vision of the [left, right, or both] eye(s) or any medical or surgical treatment related to blindness or impaired vision of the [left, right, or both] eye(s);
- cataract(s) or any injury to the [left, right, or both] eye(s) and any complications thereof including blindness or impairment of vision;
- any injury to, disease, or disorder of the [left, right, or both] eye(s), and any complications thereof including blindness or impairment of vision;
- any injury to, disease, or disorder of the eyes, including blindness or impairment of vision;
- disability as a result of any treatment or operation for myopia;
- strabismus of the [left, right, or both] eye(s) and complications thereof including blindness or impairment of vision;
- psoriasis or psoriatic arthritis;
- any disease or disorder of the skin or subcutaneous tissues.

ENDOCRINE, METABOLIC:

any disease or disorder of the thyroid gland.

GENITOURINARY:

- any disease or disorder of the [ureter, urinary bladder, or urethra], [rectum or vagina], and connecting fistula;
- any disease or disorder of the breasts, including metastases;
- any disease or disorder of the breasts or intramammary implants:
- any disease or disorder of the urinary tract, including renal failure;
- any disease or disorder of the [left or right] kidney;
- any disease or disorder of the uterine cervix;
- cyst, tumor, or neoplasm of the [affected area];
- pregnancy, miscarriage, or abortion;
- pregnancy;
- any treatment, operation, or procedure for infertility, and any complications thereof, and any resulting pregnancy and complications thereof;
- any disease or disorder of the genital organs;
- endometriosis or any disease or disorder of the abdominal or pelvic organs due to endometriosis, including adhesions;
- any disease or disorder of the vagina, [urinary bladder or rectum], and connecting fistula:
- any disease or disorder of the prostate, seminal vesides, urinary bladder or urethra;
- any disease or disorder of the [left kidney and ureter, right kidney and ureter, or kidneys and ureters], including nephroptosis;
- condyloma acuminatum, genital verrucae, genital warts, or venereal warts;
- [hypospadias or epispadias], including any treatment or operation for or complications thereof;
- any disease or disorder of the urinary bladder or urethra.

MUSCULOSKELETAL:

- any injury to, disease or disorder of the remaining portion of the [left, right, or both] [arm (above elbow), forearm (below elbow), thigh (above knee), leg (below knee)];
- any injury to, disease or disorder of [left, right, or both] [affected joint];
- osteoarthritis;
- any disease or disorder of the [affected joint];
- any injury to, disease, or disorder of the [fingers, toes, or both];
- any disease or disorder of the [affected joint] and proximal tendons;
- · carpal tunnel syndrome;
- any injury to, disease, or disorder of the [left, right, or both] foot;
- any injury to, disease, disorder, treatment or operative repair of the [left, right, or both] hip(s) and the [left, right, or both] femur(s), and any complications thereof;
- any dislocation, treatment, or operative repair of the [impaired joint], including the adjacent bones and any complications thereof;
- any injury to, disease, or disorder of the [left, right or both] [hand or foot];
- any disorder of the [affected bone or, bones];
- internal fixation of [affected bone or bones], including removal or complications thereof:
- any injury to, disease, or disorder of the [left, right or both] hip(s);
- Baker's cyst of the [left or right] knee;
- any injury to, disease, or disorder of the [left, right or both] knee(s);
- any injury to, disease or disorder of the [affected bone or joint];
- osteomyelitis, including any injury to the [affected bones(s)];
- any injury to, disease, or disorder of the spinal column, including the vertebrae, intervertebral discs, surrounding ligaments and muscles, and including complicating sciatica, sciatic neuritis and radiculitis;
- any injury to, disease, or disorder of [cervical, dorsal (thoracic), or both] spinal column, including the vertebrae, intervertebral discs, surrounding ligaments and muscles, and complicating radiculitis;
- any injury to, disease, or disorder of the lumbar or sacral spinal column, including the
 vertebrae, intervertebral discs, surrounding ligaments and muscles and the lumbosacral
 and sacrailiac articulations, and including complicating sciatica, sciatic neuritis, radiculitis
 and low back syndrome;
- any injury to, disease, or disorder of the [affected] vertebrae, including spina bifida;
- spondylolisthesis;
- spondylosis;
- thoracic outlet syndrome;
- cervical rib syndrome;
- scalenus anticus syndrome;
- torticollis.

NERVOUS:

- tremor or any condition known to produce tremor;
- any injury to, disease, or disorder of the [left or right] foot, including the bones and surrounding ligaments, muscles, and tendons;
- any disease or disorder of the trigeminal nerve or trigeminal ganglion;
- any injury to, disease, or disorder of the [left or right] arm and shoulder;
- any injury to, disease, or disorder of the [affected extremities];
- residuals of poliomyelitis including post polio syndrome.

RESPIRATORY:

- asthma, bronchitis, or allergies;
- any disease of disorder of the lungs.

TUMOR:

- cyst, tumor or neoplasm of the [involved area];
- congenital nevus and any complications there of including malignant melanoma;
- any disease or disorder of the skin or subcutaneous tissues;
- dysplastic nevi or malignant melanoma;
- any disease or disorder of the breasts, including metastases;
- neurofibromas including any bone cysts or fractures and complications thereof;
- xanthoma, xanthomatosis, or xanthelasma.

MISCELLANEOUS:

- pilonidal cyst or sinus;
- any injury to, disease or disorder of the eyes, including blindness or impairment of vision;
- tuberculosis in any form, or any disease or disorder of the [affected area].

The Prudential Insurance Company of America

Certificate of Coverage

The Prudential Insurance Company of America (referred to as Prudential) welcomes you to the plan.

This is your Certificate of Coverage as long as you are eligible for coverage and you meet the requirements for becoming insured. You will want to read this certificate and keep it in a safe place.

Prudential has written this certificate in booklet format to be understandable to you. If you should have any questions about the content or provisions, please consult Prudential's claims paying office. Prudential will assist you in any way to help you understand your benefits.

The benefits described in this Certificate of Coverage are subject in every way to the entire Group Contract which includes this Group Insurance Certificate [and the Specifications Page].

[Right to Examine this Certificate: You may return this certificate to Prudential or the Plan Administrator for any reason, within <10-60> days after you receive it. If you return it within this period, the insurance will be void from its Effective Date, and we will refund your premium payments, if any.]

Prudential's Address

The Prudential Insurance Company of America [751 Broad Street Newark, New Jersey 07102]

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The Prudential Insurance Company of America

Explanation of Variable Language for

83500 CERT-1025

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as time periods and addresses which may be varied.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be omitted.
- 2. This item may be omitted. It may be revised to omit the reference to Plan Administrator.

General Provisions

What Is the Certificate?

This certificate is a written document prepared by Prudential which tells you:

- the coverage to which you may be entitled;
- to whom Prudential will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

General Definitions used throughout this certificate include:

You means [a person who is eligible for Prudential coverage].

We, us, and our means The Prudential Insurance Company of America.

[Active employment means you are working for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least <0-40> hours per week.

Your worksite must be:

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- your usual place of business;
- an alternate work site other than your home unless clear specific expectations and duties are documented; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

If your employment status is being continued under a severance or termination agreement, you will not be considered in active employment.]

[Contract Holder means the trust to whom the Group Contract is issued.]

[Participating Association means an association which:

- meets the requirements of the Group Contract for inclusion under the Group Contract;
- is reported to Prudential in a written notice from the Contract Holder; and
- is approved by Prudential for inclusion under the Group Contract.]

Plan means a line of coverage under the Group Contract.

[When Are You Eligible for Coverage?

You are eligible to become insured for coverage while:

• you are in a covered class;

83500 CGP-1034

[(A)]

- you are under age <50 75>; and
- you reside in the United States.]

Covered class means your class as determined by the [Contract Holder]. This will be done under the [Contract Holder's] rules, on dates the [Contract Holder] sets. The [Contract Holder] must not discriminate among persons in like situations. You cannot belong to more than one class for insurance under a coverage. "Class" means covered class, benefit class, anything related to work, such as position or earnings, or anything related to membership in the [Participating Association], which affects the insurance available. [If you are a member of more than one Participating Association included under the Group Contract, for the insurance you will be considered a member of only one of those associations. Your membership with all other Participating Associations will be treated as membership with that one.]

When Does Your Coverage Begin?

Your coverage will begin at 12:01 a.m. on [the first day] on which:

- · you are eligible for coverage; and
- you have enrolled for coverage[; and
- you have met the evidence of insurability requirement; and
- you have submitted the first premium; and
- you are in active employment. If you are not in active employment on the date your coverage would normally begin, it will begin on the date you return to active employment].

[Neither the Participating Association nor the Contract Holder may] waive the evidence of insurability requirement for any reason.

[Evidence of insurability means a statement of your medical history which Prudential will use to determine if you are approved for coverage.]

[When Is Evidence of Your Insurability Required?

In any of these situations, you must give evidence of your insurability, provided at your expense. This requirement will be met when Prudential decides the evidence is satisfactory.

- You enroll for coverage for the first time.
- You re-enroll for coverage after your coverage ends for any reason.
- You enroll for an increase in your coverage.
- You have not met a previous evidence requirement to become covered under any Prudential group contract for members of the Participating Association.

An evidence of insurability form can be obtained from the Contract Holder or the Plan Administrator.]

6

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[How Do You Enroll For Coverage?

You must enroll on a form approved by Prudential and agree to pay the required premiums to Prudential.]

What Is the Maximum Monthly Benefit Amount That You May Enroll For?

[You may enroll for any monthly benefit amount up to the lesser of:

- 1. <40% 80% > of your *monthly earnings at enrollment*, and
- 2. the Plan Benefit Maximum for your age on the date you enroll for this coverage.

Your Plan Benefit Maximum is:

- <\$100 unlimited>, if you enroll when you are less than age <45 70>;
- <\$100 unlimited>, if you enroll when you are age <45 70> or over, but less than age <45 70>;
- <\$100 unlimited>, if you enroll when you are age <45 70> or over, but less than age <45 70>;
- <\$100 unlimited>, if you enroll when you are age <45 70> or over.

See your Specifications Page for the monthly benefit amount approved by Prudential and for which you are insured under this plan.]

[Monthly earnings at enrollment means your average gross monthly income as reported on your IRS federal income tax returns for the <one – five> year period just prior to your date of enrollment. It includes salary, profits, fees, commissions, bonuses, and other compensation for professional services. It does not include investment returns, rent, royalties or other like income not directly produced by your occupation. Earnings are determined after deduction of normal business expenses and losses, but before deduction of any income taxes.]

How Do You Pay For Your Coverage?

[The Contract Holder or the Plan Administrator] will send you a bill for the premium amount you owe.

When Are Premiums Due?

Premiums are due in advance, on the Premium Payment Date. The Premium Payment Date for the first premium is on the Effective Date of Coverage. After that, Premium Payment Dates are [the dates as shown in the Specifications Page].

You are entitled to a period of [<31 - 120> days] for the payment of any premium due [except the first]. This period is known as the grace period. If you do not pay any premium by the end of the grace period, your coverage under the Group Contract will end when the grace period ends. You are liable to pay premiums to Prudential for the time your coverage is in force.

How Much Is The Premium?

Your initial premium amount is [shown in the Specifications Page].

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[When Will We Adjust Your Premium Amount?

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If an age is used to determine the premium for your coverage, and the age is found to be in error, we will adjust the premium to reflect the correct age. Any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

- 1. If the adjustment results in an increased premium, the difference will be paid by you when notified by Prudential.
- If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age affects the amount of your coverage, we will change the amount on the basis of the correct age. Any premium adjustment will take this into account.]

[When Will Your Premium Be Waived?

No premiums are required for your coverage while you are receiving long term disability benefits under the plan if:

- your disability began before age <50 70>;
- your disability has continued for <0 − 24> consecutive months; and
- you are not working at any job.]

[When Will We Change Your Premium Rates?

We reserve the right to change the premium rates for your Covered Class at any time for reasons which affect the risk which we have assumed. If we decide to change the premium rates for your Covered Class, we will notify you in writing at least 31 days before the premium is changed.]

[When May Coverage Be Reinstated?

If your coverage under the Group Contract ends because you did not pay any premium by the end of its grace period, you may be eligible to reinstate your coverage subject to these rules:

- You must request reinstatement within <31 180> days of the date of the first unpaid premium.
- 2. You must pay all overdue premiums.
- 3. If you request reinstatement more than <60 180> days after the end of the grace period, you must complete a Request for Reinstatement with attestation of good health.

If Prudential approves your request, the reinstatement will be effective on the first day of the month coinciding with or next following the approval date. The How Can Statements Made in Your Application for this Coverage Be Used? provision will apply as of the date your reinstatement is effective.]

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[When May You Elect to Change Your Coverage?

Once your coverage begins, you may elect to make changes to the options in your coverage at any time. You must request the changes on a form approved by Prudential and agree to pay the required premium.]

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[When Will Changes to Your Coverage Take Effect?

Once your coverage begins, a request to increase or add to your coverage will take effect on the latest of:

- 1. the effective date of the change;
- the date Prudential approves your request including the evidence of insurability; and
- the date you return to active employment, if you are not in active employment due to injury or sickness.

An increase in your long term disability coverage may be subject to a pre-existing condition limitation as described in the plan. Any decrease in coverage will take effect immediately upon the effective date of the change. Neither an increase nor a decrease in coverage will affect a payable claim that occurs prior to the increase or decrease.

Payable claim means a claim for which Prudential is liable under the terms of the Group Contract.]

When Does Your Coverage End?

Your coverage under the Group Contract or a plan ends on [the earliest of:

- the date the Group Contract or a plan is canceled;
- the date on which you are no longer a member of the covered classes;
- the date on which you are age <60 100>;
- the date on which you are no longer working on a full-time basis;
- the date on which you retire;
- the date your covered class is no longer covered;
- the last day of the period for which you paid premiums, if any is not paid by the end of the grace period;
- the date on which you voluntarily or involuntarily lose your professional license; or
- the date on which you begin active duty in the armed forces of any country.

You must notify Prudential as soon as reasonably possible if you retire, terminate your membership, or lose your professional license. Your coverage under the Group Contract will end on the date indicated above even if you subsequently make premium payments to Prudential.]

Cancellation of the Group Contract or a plan will not affect a payable claim that occurs prior to the cancellation of the Group Contract or a plan.

Full-time basis means you are working at least <0 – 40> hours per week.

Does the Coverage under a Plan Replace or Affect any Workers' Compensation or State Disability Insurance?

The coverage under a plan does not replace or affect the requirements for coverage by workers' compensation or state disability insurance.

Does [the Contract Holder or the Participating Association] Act as Prudential's Agent?

For purposes of the Group Contract, [the Contract Holder and the Participating Association] act on their own behalf. Under no circumstances will [the Contract Holder or the Participating Association] be deemed the agent of Prudential.

How Can Statements Made in Your Application for this Coverage be Used?

Prudential considers any statements you make in a signed application for coverage [or any increase in that coverage] a representation and not a warranty. If any of the statements you make are not complete and/or not true at the time they are made, we can:

- · reduce or deny any claim; or
- cancel your coverage from the effective date of the coverage [or increase in coverage].

If a statement is used in a contest, a copy of that statement will be furnished to you or, in the event of your death or incapacity, to your eligible survivor or personal representative.

A statement will not be contested after the coverage [or any increase in that coverage] has been in force, before the contest[, for at least <zero – two> years during your lifetime].

We will use only statements made in a signed application as a basis for doing this.

If the [Contract Holder or the Participating Association] gives us information about you that is incorrect, we will.

- use the facts to decide whether you have coverage under the plan and in what amounts;
 and
- make a fair adjustment of the premium.

83500 CGP-1034

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The Prudential Insurance Company of America

Explanation of Variable Language for

83500 CGP-1034

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as names, dates, addresses, classes eligible, waiting periods, elimination periods, benefit amounts, plan maximums, benefit periods, ages, numbers, amounts, percentages or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The terms "Contract Holder", "Association", "Participating Association" and "Employer" may be used interchangeably.

The term "Plan Administrator" may be replaced by "Prudential".

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

Defined terms may be grouped and shown at the end of the certificate. Defined terms may be highlighted wherever they appear within the form.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be replaced with "the member whose name is shown on the Specifications Page".
- 2. This item may be omitted. It may be revised to require work for a specific employer or type of employer. The minimum hours requirement may be revised to show special requirements (e.g., 1200 hours per year) mutually agreed upon by Prudential and the contract holder. It may be revised to omit any sentence other than the first, or any bulleted item.

- 3. The definition of contract holder may be revised to replace "trust" with "entity" or "association".
- 4. The age requirement and/or the residency requirement may be omitted.
- 5. This item may be omitted.
- 6. This item may be revised to show another date (e.g., "the first of the month following the date").
- 7. This item may be omitted. It may be revised to omit any bulleted item.
- 8. This item may be omitted. It may be revised to show an effective date that is, for example, "the first of the month following the date" described in the item. It may also be revised to omit any numbered item, or to omit the sentence referring to a pre-existing condition limitation.
- 9. This item may be revised to omit any bulleted item. It may be revised to show a termination date that is, for example, "the first of the month following the date" described in the item, or "the first Premium Payment Date following the date" described in the item.
- 10. This item may be omitted. The reference to "long term disability benefits" may be revised to reflect other coverages included in the certificate. (i.e., "short term disability benefits", "long term or short term disability benefits", "disability benefits" or "business overhead expense disability benefits"). The item may be revised to omit any bulleted item.
- 11. This item may be omitted. It may be revised to always require evidence of insurability, or to show a different effective date of reinstatement (e.g., the date of approval). It may also be revised to omit any numbered item.
- 12. This item may be revised to reflect the specific details of a contract holder's plan. It may be replaced by one of the versions below. This item and its versions may be revised to exclude commissions, bonuses, overtime pay and/or other compensation from the definition of monthly earnings at enrollment.

Version 1

"Monthly earnings at enrollment means your gross monthly income from your employer in effect just prior to your date of enrollment. It includes the average bonus, commissions and overtime pay earned per month during the shorter of: (i) the <12 - 60> month period just prior to your date of enrollment; or (ii) your period of employment. It does not include income received from any other extra compensation, or income received from sources other than your employer."

Version 2

"Monthly earnings at enrollment means the following amount of your gross monthly income in effect just prior to your date of enrollment: the amount in excess of <\$500-\$10,000>. It includes the average bonus, commissions and overtime pay earned per month

during the shorter of: (i) the <12 – 60> month period just prior to your date of enrollment; or (ii) your period of employment. It does not include income received from any other extra compensation, or income received from sources other than your employer."

Version 3

"Monthly earnings at enrollment means your average gross monthly income from your employer as reported on your <W-2 or K-1> form for the <1 – 5> year period just prior to your date of enrollment. If you did not receive a <W-2 or K-1> form from your employer for the <1 – 5> year period just prior to your date of enrollment, it means your average gross monthly income from your employer during your period of employment."

Version 4

"Monthly earnings at enrollment means the following amount of your average gross monthly income from your employer as reported on your <W-2 or K-1> form for the year just prior to your date of enrollment: the amount in excess of <\$500 - \$10,000>. If you did not receive a <W-2 or K-1> form from your employer for the year just prior to your date of enrollment, it means the amount of your average gross monthly income from your employer during your period of employment that is in excess of <\$500 - \$10,000>."

[Long Term] Disability Coverage

General Information

What Is the Program Date?

The Program Date is [January 1, XXXX]. This certificate describes the benefits under the Group Program as of the Program Date.

Who Is in the Covered Class(es) for the Insurance?

The Covered Classes are:

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[All members of the Participating Association who are active dues paying members in good standing.]

[How Many Hours Must You Work to be Eligible for Coverage?

You must be working at least <0 - 40> hours per week.]

The Prudential Insurance Company of America

Explanation of Variable Language for 83500 CGI-1002

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as dates, classes eligible, or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The terms "Contract Holder", "Association", "Participating Association" and "Employer" may be used interchangeably.

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item will be revised to reflect the actual coverages included in the certificate. (i.e., "Long Term", "Short Term", "Long Term and Short Term" or "Business Overhead Expense"). It may also be revised to add "Basic", "Optional", "Voluntary", or "Core" to the front of the coverage name (e.g., Voluntary Long Term Disability Coverage).
- 2. This item may be omitted or revised to show special requirements (e.g., 1200 hours per year) mutually agreed upon by Prudential and the Contract Holder.

[Long Term] Disability Coverage

BENEFIT INFORMATION

1

How Does Prudential Define Disability?

- [You are disabled when Prudential determines that, due to your sickness or injury:
 - you are unable to perform the material and substantial duties of your regular occupation;
 - you are under the *regular care* of a *doctor*, and
 - you have a 20% or more loss in your *monthly earnings*.]
- [After <6 months to unlimited months> of payments, you are disabled when Prudential determines that due to the same sickness or injury:
 - you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience; and
 - you are under the regular care of a doctor.]

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

[If you do not meet the conditions above, Prudential will still consider you disabled if your disability is the result of a *loss*, provided:

- 1. the loss is total and irrecoverable; and
- 2. the loss cannot be restored or corrected by medical or surgical treatment.

Loss means loss of:

- the ability to speak;
- 2. hearing in both ears;
- 3. the sight of both eyes; or
- 4. the use of both feet, or of both hands, or of one hand and one foot.]

Prudential will assess your ability to work and the extent to which you are able to work by considering the facts and opinions from:

- your doctors; and
- doctors, other medical practitioners or vocational experts of our choice.

When we may require you to be examined by doctors, other medical practitioners or vocational experts of our choice, Prudential will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Prudential Representative. Refusal to be examined or interviewed may result in denial or termination of your claim.

Material and substantial duties means duties that:

- are normally required for the performance of your [regular occupation]; and
- cannot be reasonably omitted or modified[, except that if you are required to work on average in excess of 40 hours per week, Prudential will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week].

[Regular occupation means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location. If you are a doctor or lawyer whose practice is limited to a licensed specialty, regular occupation means only the specialty that you practiced on the day before your disability began.]

Sickness means any disorder of your body or mind, but not an injury[; pregnancy including abortion, miscarriage or childbirth]. Disability must begin while you are covered under the plan.

Injury means a bodily injury that:

- is the direct result of an accident;
- is not related to any cause other than the accident; and
- results in immediate disability.

Disability must begin while you are covered under the plan.

Regular care means:

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- you personally visit a doctor as frequently as is medically required, according to generally
 accepted medical standards, to effectively manage and treat your disabling condition(s);
 and
- you are receiving the most appropriate treatment and care, which conforms with generally
 accepted medical standards, for your disabling condition(s) by a doctor whose specialty or
 experience is the most appropriate for your disabling condition(s), according to generally
 accepted medical standards.

Doctor means:

a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or

 is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Prudential will not recognize any relative including, but not limited to, you, your [spouse], or a child, brother, sister, or parent of you or your [spouse] as a doctor for a claim that you send to us.

[Monthly earnings means your average gross monthly income as reported on your IRS federal income tax returns for the <one – five> year period just prior to your date of disability. It includes salary, profits, fees, commissions, bonuses, and other compensation for professional services. It does not include investment returns, rent, royalties or other like income not directly produced by your occupation. Earnings are determined after deduction of normal business expenses and losses, but before deduction of any income taxes.]

[Gainful occupation means an occupation, including self employment, that is or can be expected to provide you with an income within 12 months of your return to work, that exceeds:

- <40% to 100%> of your indexed monthly earnings, if you are working; or
- <40% to 100%> of your indexed monthly earnings, if you are not working.]

[Indexed monthly earnings means your monthly earnings as adjusted on each July 1 provided you were disabled for all of the 12 months before that date. While you are disabled and working, your monthly earnings will be adjusted on that date by the lesser of <1% to 10%> or <0% to 100%> of the current annual percentage increase in the Consumer Price Index (CPI-W). Your indexed monthly earnings may increase or remain the same, but will never decrease.

The CPI-W is published by the U.S. Department of Labor. Prudential reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

Indexing is only used to determine your percentage of lost earnings while you are disabled and working.]

[How Long Must You Be Disabled Before Your Benefits Begin?

You must be continuously disabled through your *elimination period*. Prudential will treat your disability as continuous if your disability stops for <5 to 600 consecutive days or less> during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is one of the following options:

- <0 36 months> for disability due to an accident which begins while you are covered; and <0 36 months> for disability due to a sickness which begins while you are covered.
- <0 36 months> for disability due to an accident which begins while you are covered; and
 <0 36 months> for disability due to a sickness which begins while you are covered. But, the elimination period will end on the day before you either (a) are confined as an inpatient in a hospital because of your disability and a room and board charge is made; or (b) receive surgery on an outpatient basis.
- <0 36 months> for disability due to a sickness which begins while you are covered. But, the elimination period will end on the day before you either (a) are confined as an inpatient

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in a *hospital* because of your disability and a room and board charge is made; or (b) receive surgery on an outpatient basis. There is no elimination period for disability due to an accident which begins while you are covered.

- <0 36 months> for disability due to an accident which begins while you are covered. But, the elimination period will end on the day before you either (a) are confined as an inpatient in a hospital because of your disability and a room and board charge is made; or (b) receive surgery on an outpatient basis. There is no elimination period for disability due to a sickness which begins while you are covered.
- <0 to 36> months.

See your Specifications Page for the option you selected.

Elimination period means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential. If you become covered under a group long term disability plan that replaces this plan during your elimination period, your elimination period under this plan will not be met.]

- [Hospital means an accredited facility licensed to provide care and treatment for the condition causing your disability.]
- [Can You Satisfy Your Elimination Period If You Are Working?

Yes, provided you meet the definition of disability.]

When Will You Begin to Receive Disability Payments?

- You will begin to receive payments when we approve your claim[, providing the elimination period has been met.] We will send you a payment [each month] for any period for which Prudential is liable.
- How Much Will Prudential Pay If You Are Disabled [and Not Working]?

[We will follow this process to figure out your monthly payment:

- Your monthly benefit is shown on your Specifications Page. This is your gross disability payment.
- 2. Subtract from your gross disability payment any *deductible sources of income*.

That amount figured in item 2 is your monthly payment.

After the elimination period, if you are disabled for less than 1 month, we will send you <1/20th to 1/31st> of your payment for each day of disability.

Monthly payment means your payment after any deductible sources of income have been subtracted from your gross disability payment.

Gross disability payment means the benefit amount before Prudential subtracts deductible sources of income and disability earnings.

Deductible sources of income means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.]

[How Much Will Prudential Pay If You Work While You Are Disabled?

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If you are disabled and return to work after satisfying the elimination period, we will send you the monthly payment if your monthly *disability earnings*, if any, are less than 20% of your indexed monthly earnings due to the same sickness or injury.

If you are disabled and your monthly disability earnings are 20% or more of your indexed monthly earnings, Prudential will figure your payment as follows:

During the first <6-36> months of payments, while working, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed <100% - 150% of indexed monthly earnings.

- 1. Add your monthly disability earnings to your gross disability payment.
- 2. Compare the answer in item 1 to your indexed monthly earnings.

If the answer from item 1 is less than or equal to <100% - 150%> of your indexed monthly earnings, Prudential will not further reduce your monthly payment.

If the answer from item 1 is more than <100% - 150%> of your indexed monthly earnings, Prudential will subtract the amount over <100% - 150%> from your monthly payment.

After <6-36> months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

- 1. Subtract your disability earnings from your indexed monthly earnings.
- Divide the answer in item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
- 3. Multiply your monthly payment by the answer in item 2.

This is the amount Prudential will pay you each month.

During the first <6 to unlimited months> of disability payments, if your monthly disability earnings exceed <80% to 100%> of your indexed monthly earnings, Prudential will stop sending you payments and your claim will end.

Beyond <6 to unlimited months> of disability payments, if your monthly disability earnings exceed <40% to 100%> of your indexed monthly earnings, Prudential will stop sending you payments and your claim will end.

Prudential may require you to send proof of your monthly disability earnings on a monthly basis. We will adjust your payment based on your monthly disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, including copies of your IRS federal income tax return, W-2's and 1099's, which we believe are necessary to substantiate your income.

Disability earnings means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your greatest extent possible. This would be, based on your restrictions and limitations:

- During the first <6 to unlimited months> of disability payments, the greatest extent of work
 you are able to do in your regular occupation, that is reasonably available.
- Beyond <6 to unlimited months> of disability payments, the greatest extent of work you are able to do in any occupation, that is reasonably available, for which you are reasonably fitted by education, training or experience.

Salary continuance paid to supplement your disability earnings will not be considered payment for work performed.

What Happens If Your Disability Earnings Fluctuate?

If your disability earnings are expected to fluctuate widely from month to month, Prudential may average your disability earnings over the most recent 3 months to determine if your claim should continue subject to all other terms and conditions in the plan.

If Prudential averages your disability earnings, we will terminate your claim if:

- During the first <6 to unlimited months> of disability payments, the average of your disability earnings from the last 3 months exceeds <80% to 100%> of indexed monthly earnings; or
- Beyond <6 to unlimited months> of disability payments, the average of your disability earnings from the last 3 months exceeds <40% to 100%> of indexed monthly earnings.

We will not pay you for any month during which disability earnings exceed the above amounts.]

[What Are Deductible Sources of Income?

Prudential will deduct from your gross disability payment the following deductible sources of income:

- 1. The amount that you receive or are entitled to receive as loss of time benefits under:
 - (a) a workers' compensation law;
 - (b) an occupational disease law; or
 - (c) any other act or law with similar intent.
- 2. The amount that you receive or are entitled to receive as loss of time disability income payments under any:
 - (a) state compulsory benefit act or law;
 - (b) automobile liability insurance policy required by law;
 - insurance or a health or welfare plan or other group insurance plan where your Employer, directly or indirectly, has paid all or part of the cost or made payroll deductions; or

- (d) governmental retirement system as the result of your job with your Employer.
- 3. The gross amount that you, your spouse and children receive or are entitled to receive as loss of time disability payments because of your disability under:
 - (a) the United States Social Security Act;
 - (b) the Railroad Retirement Act;
 - (c) the Canada Pension Plan;
 - (d) the Quebec Pension Plan; or
 - (e) any similar plan or act.

Amounts paid to your former spouse or to your children living with such spouse will not be included.

- 4. The gross amount that you receive as retirement payments or the gross amount your spouse and children receive as retirement payments because you are receiving payments under:
 - (a) the United States Social Security Act;
 - (b) the Railroad Retirement Act;
 - (c) the Canada Pension Plan;
 - (d) the Quebec Pension Plan; or
 - (e) any similar plan or act.

Benefits paid to your former spouse or to your children living with such spouse will not be included.

- 5. The amount that you:
 - (a) receive as disability payments under your Employer's retirement plan;
 - (b) voluntarily elect to receive as retirement or early retirement payments under your Employer's retirement plan; or
 - (c) receive as retirement payments when you reach normal retirement age, as defined in your Employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefits which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are paid based on your Employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefits under the plan will also be considered as a retirement benefit.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Prudential will use the definition of eligible retirement plan as defined in

Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

- 6. The amount you receive under the maritime doctrine of maintenance, wages and cure. This includes only the "wages" part of such benefits.
- 7. The amount that you receive, due to your disability, from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- 8. The amount of loss of time benefits that you receive or are entitled to receive under any salary continuation or accumulated sick leave to the extent that your monthly payment and deductible sources of income, including any other group and/or individual disability benefits, exceed or would exceed <50% to 100%> of your monthly earnings.
- Individual disability income benefits that you receive or are entitled to receive to the extent
 that your monthly payment and deductible sources of income, including any other group
 and/or individual disability benefits, exceed or would exceed <50% to 100%> of your
 monthly earnings.
- 10. The amount that you receive from a partnership, proprietorship or any similar draws.
- 11. The amount that you receive or are entitled to receive under any unemployment income act or law due to the end of employment with your Employer.

With the exception of retirement payments, or amounts that you receive from a partnership, proprietorship or any similar draws, Prudential will only subtract deductible sources of income which are payable as a result of the same disability.

We will not reduce your payment by your Social Security retirement payment if your disability begins after age 65 and you were already receiving Social Security retirement payments.

Law, plan or act means the original enactment of the law, plan or act and all amendments.

Retirement plan means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions.

Salary continuation or accumulated sick leave means continued payments to you by your Employer of all or part of your monthly earnings, after you become disabled as defined by the Group Contract. This continued payment must be part of an established plan maintained by your Employer for the benefit of an employee covered under the Group Contract, whether or not the plan is in writing. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account as such, in calculating your monthly payment.]

[What Are Not Deductible Sources of Income?

Prudential will not deduct from your gross disability payment income you receive from, but not limited to, the following sources:

- 401(k) plans;
- profit sharing plans;

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- thrift plans;
- tax sheltered annuities;
- stock ownership plans;
- non-qualified plans of deferred compensation;
- pension plans for partners;
- military pension and disability income plans;
- credit disability insurance;
- franchise disability income plans;
- a retirement plan from another Employer;
- individual retirement accounts (IRA).]
- [What If Subtracting Deductible Sources of Income Results in a Zero Benefit? (Minimum Benefit)

The minimum monthly payment is <\$0 to unlimited>.

Prudential may apply this amount toward an outstanding overpayment.]

[What Happens When You Receive Certain Increases from Deductible Sources of Income?

Once Prudential has subtracted any deductible source of income from your gross disability payment, Prudential will not further reduce your payment:

- due to a cost of living increase from that source; or
- by the amount of any increase in your Social Security income.]
- [What If Prudential Determines that You May Qualify for Deductible Income Benefits?
 - If we determine that you may qualify for benefits under item 1, 2 or 3 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amount if such benefits have not been awarded.

However, we will NOT reduce your payment by the estimated amount under item 1, 2 or 3 in the deductible sources of income section if you:

- apply for the benefits;
- appeal any denial to all administrative levels Prudential feels are necessary; and
- sign Prudential's Reimbursement Agreement form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals Prudential feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.]
- [2. If we determine that you may qualify for benefits under item 8, 9 or 11 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amount if such benefits have not been received.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount received; or
- that benefits have been denied. In this case, a lump sum refund of the estimated amount will be made to you.]
- [What Happens If You Receive a Lump Sum Payment?

If you receive a lump sum payment from any deductible source of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.]

How Long Will Prudential Continue to Send You Payments?

Prudential will send you a payment each month up to the *maximum period of payment*. Your maximum period of payment is [one of the following options:

<12 months – lifetime>

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For disability due to an accident which begins while you are covered:

Your Age on Date Disability Begins	Your Maximum Period of Payment
Under age 60	For your lifetime
Ages 60 to 62	To age 65
Age 63 and over	24 months

For disability due to a sickness which begins while you are covered:

Your Age on Date Disability Begins	Your Maximum Period of Payment
Under age 50	For your lifetime

Ages 50 to 62 To age 65

Age 63 and over 24 months

For disability due to an accident which begins while you are covered:

Your Age on Date Your Maximum Period

Disability Begins of Payment

Under age 60 For your lifetime

Ages 60 to 62 To age 65

Age 63 and over 24 months

For disability due to a sickness which begins while you are covered:

Your Age on Date Your Maximum Period

Disability Begins of Payment

Under age 63 84 months, but not

beyond age 65

Age 63 and over 24 months

• For disability due to an accident which begins while you are covered:

Your Age on Date Your Maximum Period

Disability Begins of Payment

Under age 60 60 months

Ages 60 to 62 To age 65

Age 63 and over 24 months

For disability due to a sickness which begins while you are covered, your maximum period of payment is 24 months.

Your Age on Date
 Your Maximum Period

Disability Begins of Payment

Under age 63 To age 65

Age 63 and over 24 months

Your Age on Date Your Maximum Period
 Disability Begins of Payment

Under age 61 To your normal retirement age*,

but not less than 60 months

Age 61 To your normal retirement age*,

but not less than 48 months

Age 62 To your normal retirement age*,

but not less than 42 months

Age 63 To your normal retirement age*,

but not less than 36 months

Age 64 To your normal retirement age*,

but not less than 30 months

Age 65 24 months

Age 66 21 months

Age 67 18 months

Age 68 15 months

Age 69 and over 12 months

*Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.

Your Age on Date Disability Begins Your Maximum Period of Payment

Under age 61 To your normal retirement age*,

but not less than 60 months

Age 61 To your normal retirement age*,

but not less than 60 months

Age 62 60 months

Age 63 60 months

Age 64 60 months

Age 65 To age 70, but not less than 12

months

Age 66 To age 70, but not less than 12

months

Age 67 To age 70, but not less than 12

months

Age 68 To age 70, but not less than 12

months

Age 69 and over 12 months

*Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.

See your Specifications Page for the option you selected.]

[We will stop sending you payments while:

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- you are outside the United States, territories and possessions of the United States, or Canada. This applies whether or not you were outside such area when your disability began.
- you are incarcerated as a result of a conviction.]

We will stop sending you payments and your claim will end on the earliest of the following:

- [During the first <6 to unlimited months> of payments, when you are able to work in your regular occupation on a *part-time basis* but you choose not to; after <6 to unlimited months> of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to.]
- [2.] The end of the maximum period of payment.
- [3.] The date you are no longer disabled under the terms of the plan.
- [4.] The date you fail to submit proof of continuing disability satisfactory to Prudential.
- [5.] The date you refuse to be examined by doctors, other medical practitioners or vocational experts of our choice.
- [6.] The date you refuse to be interviewed by an authorized Prudential Representative.
- [7. The date your disability earnings exceed the amount allowable under the plan.]
 - [8.] The date you die.
 - [9. The date you decline to participate in a rehabilitation program that Prudential considers appropriate for your situation and that is approved by an independent doctor.]

Maximum period of payment means the longest period of time Prudential will make payments to you for any one period of disability.

[Part-time basis means the ability to work and earn 20% or more of your indexed monthly earnings.]

Disabilities due to a sickness or injury which, as determined by Prudential, are primarily based on **self-reported symptoms** have a limited pay period during your lifetime.

Disabilities which, as determined by Prudential, are due in whole or part to **mental illness** also have a limited pay period during your lifetime.

The limited pay period for self-reported symptoms and mental illness combined is <6 to unlimited> months during your lifetime.

Prudential will continue to send you payments for disabilities due in whole or part to mental illness beyond the <6 to unlimited> month period if you meet one or both of these conditions:

- 1. If you are *confined* to a *hospital or institution* at the end of the <6 to unlimited> month period, Prudential will continue to send you payments during your *confinement*.
 - If you are still disabled when you are discharged, Prudential will send you payments for a recovery period of up to 90 days.
 - If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, Prudential will send payments during that additional confinement and for one additional recovery period up to 90 more days.
- In addition to item 1, if, after the <6 to unlimited> month period for which you have
 received payments, you continue to be disabled and subsequently become confined to a
 hospital or institution for at least 14 days in a row, Prudential will send payments during the
 length of the confinement.

Prudential will not pay beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

Prudential will not apply the mental illness limitation to dementia if it is a result of:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease; or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment as standardly accepted in the practice of medicine.

Self-reported symptoms means the manifestations of your condition, which you tell your doctor, that are not verifiable using tests, procedures and clinical examinations standardly accepted in the practice of medicine. Examples of self-reported symptoms include, but are not limited to headache, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.

Mental illness means a psychiatric or psychological condition regardless of cause. Mental illness includes but is not limited to schizophrenia, depression, manic depressive or bipolar illness, anxiety, somatization, substance related disorders and/or adjustment disorders or other

conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment as standardly accepted in the practice of medicine.

Confined or confinement for this section means a hospital stay of at least 8 hours per day.

Hospital or institution means an accredited facility licensed to provide care and treatment for the condition causing your disability.]

What Disabilities Are Not Covered Under Your Plan?

[Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries; or
- active participation in a riot; or
- commission of a crime for which you have been convicted under state, provincial or federal law; or
- pre-existing condition; or
- a **specified condition**.]

[Your plan does not cover a disability due to:

- war, declared or undeclared, or any act of war; or
- pre-existing condition; or
- a specified condition; or
- your pregnancy. But, this does not include a complication of pregnancy].
- [Specified condition means a condition specifically named or described under Excluded 2 Conditions in your Specifications Page.]

[Complication of pregnancy means a condition, when pregnancy is not terminated, whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy. Complication of pregnancy includes, but is not limited to, non-elective Cesarean section; termination of ectopic pregnancy; spontaneous termination of pregnancy occurring during a period of gestation in which a viable birth is not possible; acute nephritis or nephrosis; cardiac decompensation; missed abortion; and similar medical and surgical conditions of comparable severity. It does not include false labor; occasional spotting; morning sickness; doctor prescribed rest; hyperemesis gravidarum; pre-eclampsia; or any other condition associated with the management of a difficult pregnancy not consisting of a nosologically distinct complication of pregnancy.]

[What Is a Pre-Existing Condition?

You have a pre-existing condition if both 1. and 2. are true:

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- You received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines, or followed treatment recommendation in the <0 - 24 months> just prior to your effective date of coverage or the date an increase in benefits would otherwise be available; or
 - (b) you had symptoms for which an ordinarily prudent person would have consulted a health care provider in the <0 24 months> just prior to your effective date of coverage or the date an increase in benefits would otherwise be available.
- 2. Your disability begins within <0 24 months> of the date your coverage under the plan becomes effective.

But, you do not have a pre-existing condition if, after the date your coverage under the plan becomes effective or the date an increase in benefits would otherwise be available, there is a period of <0 - 18 months> or more during which you do not:

- receive medical treatment, consultation, care or services, including diagnostic measures, or take prescribed drugs or medicines, or follow treatment recommendation for that condition; and
- have symptoms related to that condition for which an ordinarily prudent person would have consulted a health care provider.]
- [How Does a Pre-Existing Condition Affect an Increase in Your Benefits?

If there is an increase in your benefits due to an amendment of the plan or your enrollment in another plan option, a benefit limit will apply if your disability is due to a pre-existing condition.

You will be limited to the benefits you had on the day before the increase if your disability begins during the <0 - 24 month> period starting with the date the increase in benefits would have been effective. The increase will not take effect until your disability ends.]

[How Do the Pre-Existing Condition Provisions Work If You Were Covered Under The Contract Holder's Prior Plan?

Special rules apply to pre-existing conditions, if this long term disability plan replaces the Contract Holder's prior plan and:

- you were covered by that plan on the day before this plan became effective; and
- you became covered under this plan within thirty-one days of its effective date.

The special rules are:

- 1. If the Contract Holder's prior plan did not have a pre-existing condition exclusion or limitation, then a pre-existing condition will not be excluded or limited under this plan.
- 2. If the Contract Holder's prior plan did have a pre-existing condition exclusion or limitation, then the limited time does not end after the first <0 24 months> of coverage. Instead it will end on the date any equivalent limit would have ended under the Contract Holder's prior plan.

3. If the change from the Contract Holder's prior plan to this plan of coverage would result in an increase in your amount of benefits, the benefits for your disability that is due to a pre-existing sickness or injury will not increase. Instead the benefits are limited to the amount you had on the day before the plan change. This applies whether or not the Contract Holder's prior plan had a pre-existing condition exclusion or limitation.]

What Happens If You Return to Work Full Time and Your Disability Occurs Again?

If you have a *recurrent disability*, as determined by Prudential, we will treat your disability as part of your prior claim and you will not have to complete another elimination period if:

- you were continuously insured under this plan for the period between your prior claim and your current disability; and
- your recurrent disability occurs within [<3 12> months] of the end of your prior claim.

Your recurrent disability will be subject to the same terms of the plan as your prior claim. Any disability which occurs after [<3 - 12> months] from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the plan provisions.

If you become covered under any other group long term disability plan, you will not be eligible for payments under the Prudential plan.

Recurrent disability means a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which[: (i)] Prudential made a Long Term Disability payment[, or (ii) you satisfied your elimination period].

Explanation of Variable Language for 83500 CBI-LTD-1204

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as names, dates, addresses, classes eligible, waiting periods, elimination periods, benefit amounts, benefit periods, ages, numbers, amounts, percentages or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The terms "Contract Holder", "Association", "Participating Association" and "Employer" may be used interchangeably.

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

The term "spouse" may be replaced by "spouse or domestic partner", or other appropriate term describing a domestic partner.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

Defined terms may be grouped and shown at the end of the certificate. Defined terms may be highlighted wherever they appear within the form.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be revised as follows:
 - o the term "regular occupation" may be replaced by "own occupation";

- o the first bulleted condition may be replaced by one of the following:
 - you are completely unable to perform the *material and substantial duties* of your *regular occupation*;
 - you are unable to perform the *material and substantial duties* of your *regular occupation*, or you have a 20% or more loss in your *monthly earnings*;
- o the third bulleted condition may be omitted or replaced by the following:
 - o you are not working at any job.
- One definition of disability may apply during the elimination period, and another may apply after the elimination period.
- 2. This item may be omitted.
- 3. This item may be omitted. It may be revised to omit any of the numbered or bulleted item.
- 4. This item may be replaced by "own occupation".
- 5. This item may be revised to omit reference to "doctor" or "lawyer", to replace "licensed specialty" with "specialty", or to omit the last sentence entirely. This item may be replaced by:

Own occupation means the occupation you are routinely performing for a specific employer or at a specific location when your disability occurs. Guidelines will be taken into account from your employer's job description.

6. This item may be revised to reflect the specific details of a contract holder's plan. It may be replaced by one of the versions below. This item and its versions may be revised to exclude commissions, bonuses, overtime pay and/or other compensation from the definition of monthly earnings.

Version 1

"Monthly earnings means your gross monthly income from your employer in effect just prior to your date of disability. Monthly earnings includes the average bonus, commissions and overtime pay earned per month during the shorter of: (i) the <12 - 60> month period just prior to your date of disability; or (ii) your period of employment. Monthly earnings do not include income received from any other extra compensation, or income received from sources other than your employer.

If you become disabled while you are not in active employment, we will use your monthly earnings from your employer in effect just prior to the date your absence begins."

Version 2

"Monthly earnings means the following amount of your gross monthly income in effect just prior to your date of disability: the amount in excess of <\$500-\$10,000>. Monthly earnings includes the average bonus, commissions and overtime pay earned per month during the shorter of: (i) the <12-60> month period just prior to your date of disability; or (ii) your period

of employment. Monthly earnings do not include income received from any other extra compensation, or income received from sources other than your employer.

If you become disabled while you are not in active employment, we will use your monthly earnings from your employer in effect just prior to the date your absence begins.

Version 3

Monthly earnings means your average gross monthly income from your employer as reported on your <W-2 or K-1> form for the <1 - 5> year period just prior to your date of disability. If you did not receive a <W-2 or K-1> form from your employer for the <1 - 5> year period just prior to your date of disability, monthly earnings means your average gross monthly income from your employer during your period of employment.

If you become disabled while you are not in active employment, we will use your monthly earnings from your employer in effect just prior to the date your absence begins.

Version 4

Monthly earnings means the following amount of your average gross monthly income from your employer as reported on your <W-2 or K-1> form for the year just prior to your date of disability: the amount in excess of <\$500 - \$10,000>. If you did not receive a <W-2 or K-1> form from your employer for the year just prior to your date of disability, monthly earnings means the amount of your average gross monthly income from your employer during your period of employment that is in excess of <\$500 - \$10,000>.

If you become disabled while you are not in active employment, we will use your monthly earnings from your employer in effect just prior to the date your absence begins.

- 7. This item may be omitted. It may be revised to show one percentage for expected earnings from a gainful occupation which applies whether working or not working.
- 8. This item may be omitted. The elimination period options shown are illustrative and will be revised to reflect the specific details of a contract holder's plan. The definition of elimination period may be revised to omit the last sentence.
- 9. This item may be omitted. It may be revised to include an adjustment that is a percent only, or a percent of the current annual percentage increase in the CPI-W only.
- 10. The monthly payment calculation and definitions shown are illustrative and will be revised to reflect the specific details of a contract holder's plan. For example:
 - The monthly payment may be the lesser of one payment calculation that is not reduced by any deductible sources of income, and another payment calculation that is so reduced.
 - The monthly payment calculation may reduce the gross disability payment by deductible sources of income to the extent that such sources of income, when added to the gross disability payment, exceeds a percentage of indexed monthly earnings.

- The definition of gross disability payment may be moved to the end of the section "How Much Will Prudential Pay If You Work While You Are Disabled?"
- References to deductible sources of income may be omitted.
- 11. This item may be omitted in its entirety. It may be revised to omit any deductible source of income, to omit any part of a deductible source of income, or to add references to Canadian equivalent acts, laws or agencies. The first paragraph may be replaced by:
 - "Prudential will use the following deductible sources of income to figure out your monthly payment."
- 12. This item may be omitted in its entirety. It may be revised to add references to Canadian equivalent sources of income. The first paragraph may be replaced by:
 - "Here are examples of sources of income that we will not use to figure out your monthly payment."
- 13. This item may be omitted. It may be revised to omit reference to any deductible source of income, or any bulleted item. The second sentence may be replaced by:
 - "We can use the estimated amount to figure out your monthly payment if such benefits have not been awarded."
- 14. This item may be omitted. It may be revised to omit reference to any deductible source of income, or any bulleted item. The second sentence may be replaced by:
 - "We can use the estimated amount to figure out your monthly payment if such benefits have not been received."
- 15. Any part of this item may be omitted. The maximum period of payment options shown are illustrative and will be revised to reflect the specific details of a contract holder's plan.
- 16. This item may be omitted. It may be revised:
 - to show different pay periods for self reported symptoms and mental illness;
 - to specify exceptions to the definition of mental illness (e.g., by adding "but mental illness does not include alcohol related disorders" to the definition);
 - to omit the limitation for self-reported symptoms;
 - to omit the limitation for mental illness.
- 17. This item may be omitted. It may be revised to omit any bulleted item. The crime exclusion may be revised to add references to Canadian equivalent laws. The pre-existing condition exclusion may be revised to permit a "tiered application" of the pre-existing condition exclusion. A "tiered application" means an application of the pre-existing condition exclusion that varies within the client's plan. For example, pre-existing condition exclusion may vary by:

- a benefit threshold where the first specified dollar amount of benefits may be subject
 to a shorter pre-existing condition limit and benefits in excess of that specified
 amount are subject to a longer limit; or
- length of service where members with less than a specified period of membership may be subject to a longer pre-existing condition limit and members with more than that specified period of membership are subject to a shorter limit; or
- job classification where a pre-existing condition exclusion may apply to some classes and not to others.
- 18. This item may be omitted. It may be revised to omit any bulleted item, to omit the prudent person condition, or to omit the treatment-free period. It may be revised to permit a "tiered application" of the pre-existing condition exclusion as described in item 17 above.
- 19. This item may be omitted. It may be revised to permit a "tiered application" of the preexisting condition exclusion as described in item 17 above.
- 20. This item may be omitted in its entirety. It may be revised as follows:
 - o The first paragraph may be replaced by:
 - "We will send you the monthly payment if you are disabled and your monthly disability earnings, if any, are less than 20% of your indexed monthly earnings due to the same sickness or injury."
 - o The monthly disability earnings calculations shown are illustrative.
 - The two paragraphs regarding when Prudential will stop sending payments will be revised according to the length of the regular occupation period. If regular occupation determines disability for the entire length of the claim, the one paragraph will be omitted. If the percentages in each paragraph are equal, the paragraphs will be combined.
 - o The term "regular occupation" may be replaced by "own occupation".
 - o References to Canadian equivalent acts, laws or agencies may be added.
 - The definition of disability earnings may be revised to omit references to the employee working to his or her greatest extent possible. If these references are included, this definition will be revised according to the length of the regular occupation period. If regular occupation determines disability for the entire length of the claim, the 2nd bullet of the definition will be omitted. This definition may also be revised to omit reference to salary continuance, or to change the term to one suitable to the contract holder's practices.

- O The two bulleted paragraphs regarding when Prudential will end a claim when disability earnings fluctuate will be revised according to the length of the regular occupation period. If regular occupation determines disability for the entire length of the claim, the one paragraph will be omitted. If the percentages in each paragraph are equal, the paragraphs will be combined.
- 21. This item may be omitted in its entirety. It may be revised according to the length of the regular occupation period. If regular occupation determines disability for the entire length of the claim, the part of the item regarding gainful occupation will be omitted. The term "regular occupation" may be replaced by "own occupation".

[Long Term] Disability Coverage

OTHER SERVICES

How Can Prudential Help Your Employer Identify and Provide Worksite Modification?

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your [regular occupation] with your employer. One of our designated professionals will assist you and your employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your employer and Prudential.

When this occurs, Prudential will reimburse your employer for the cost of the modification [up to the greater of:

- <\$100 to unlimited>; or
- the equivalent of <1 to unlimited> months of your gross disability payment].

[This benefit is available to you once during your lifetime.]

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Explanation of Variable Language for 83500 COTS-LTD-1018

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as benefit amounts, benefit periods, numbers, amounts, percentages or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be replaced by "own occupation".
- 2. This item may be omitted.
- 3. This item may be replaced with: "This benefit is available to you once during your disability."

[Long Term] Disability Coverage – Additional Benefit Options

COST OF LIVING ADJUSTMENT BENEFIT OPTION

This Cost of Living Adjustment Benefit Option applies to your [long term] disability coverage [only if your Specifications Page says that it does].

Will Your Payment Be Adjusted by a Cost of Living Increase?

Prudential will make a cost of living adjustment (COLA) on July 1 if you are disabled and not working on that date and have been disabled for all of the 12 months before that date.

Your payments will increase on that date by [the lesser of <0% - 100%> of the current annual increase in the Consumer Price Index (CPI-W) or <1% - 10%>. You will not receive more than <5 – unlimited> cost of living adjustments while you continue to receive payments for your disability.]

Each month Prudential will add the cost of living adjustment to your monthly payment.

Cost of Living Example:

[Your Monthly Payment = \$1200 Annual Increase in the CPI-W = 2% Cost of Living Adjustment % (COLA%) = 1%

July 1 following 12 or more months

of Disability	Your monthly payment x (100% + COLA%)	=New Payment
1st	\$1200 x (100% + 1%)	=\$1212.00
2nd	\$1200 x (100% + 1%) x (100% + 1%)	=\$1224.12
3rd	\$1200 x (100% + 1%) x (100% + 1%) x (100% + 1%)	=\$1236.36
Compounding will continue up to the maximum number of adjustments.]		

83500 CAB-COLA-1001

Explanation of Variable Language for

83500 CAB-COLA-1001

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers, amounts, percentages or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be omitted.
- 2. This item may be revised to show one percentage instead of the lesser of two percentages.

[Long Term] Disability Coverage – Additional Benefit Options

EXTENSION OF BENEFITS OPTION

This Extension of Benefits Option applies to your [long term] disability coverage [only if your Specifications Page says that it does].

When Will Your Maximum Period of Payment Be Extended?

Your maximum period of payment will be extended for up to [<6 months – lifetime>] as long as:

- you are unable to perform, without substantial assistance, at least [<one two>]
 activities of daily living; or you have a severe cognitive impairment, which requires
 substantial supervision to protect you from threats to health and safety; and
- you are under the regular care of a doctor.

Substantial assistance means:

- the physical assistance of another person without which you would not be able to perform an activity of daily living; or
- the constant presence of another person within arm's reach which is necessary to prevent, by physical intervention, injury to you while you are performing an activity of daily living.

Activities of daily living means:

- Bathing washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Continence the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
- Dressing putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- Eating feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously;
- Toileting getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- Transferring sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either by walking, using a wheelchair or by other means.

Cognitive impairment means a loss or deterioration in intellectual capacity that is:

• comparable to and includes Alzheimer's disease and similar forms of irreversible dementia; and

 measured by clinical evidence and standardized tests that reliably measure impairment in the individual's short-term or long-term memory, orientation as to person, place or time; and deductive or abstract reasoning.

Substantial supervision means continual oversight that may include cueing by verbal prompting, gestures, or other demonstrations by another person, and which is necessary to protect you from threats to your health or safety.

Explanation of Variable Language for

83500 CAB-ADLX-1001

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as numbers or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of numbers, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

Defined terms may be grouped and shown at the end of the certificate. Defined terms may be highlighted wherever they appear within the form.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

1. This item may be omitted.

[Long Term] Disability Coverage – Additional Benefit Options

FUTURE PURCHASE OPTION

- This Future Purchase Option (FPO) applies to your [long term] disability coverage [only if your Specifications Page says that it does]. [It is available to you only if, on the date you enroll for it:
- 1. you are under age <40 70>; and
- 2. your monthly benefit is <\$100 unlimited> or less.]

When May Your Monthly Benefit Be Increased?

Your monthly benefit, shown in the Specifications Page, may be increased without evidence of good health by [0% - 50%] on each of the following Future Purchase Dates: [the second, fourth, sixth and eighth anniversaries of the effective date your coverage under the Contract Holder's prior plan, as recorded by the Plan Administrator].

[Prudential] will notify you of your option to increase your monthly benefit at least 30 days before the Future Purchase Date. If you elect to increase your monthly benefit under this option, you must notify [Prudential] before the Future Purchase Date.

When you elect to increase your monthly benefit under this option, the premium amount you owe for your coverage will also increase.

[When Will Your Monthly Benefit Not Be Increased?

If any of these conditions apply on a Future Purchase Date, your monthly benefit will not be increased under the FPO:

- The increased monthly benefit would exceed the Plan Benefit Maximum. The Plan Benefit Maximum is:
 - (a) <\$100 unlimited>, if, on the Future Purchase Date, you are less than age <45 70>;
 - (b) <\$100 unlimited>, if, on the Future Purchase Date, you are age <45 70> or over, but less than age <45 70>;
 - (c) <\$100 unlimited>, if, on the Future Purchase Date, you are age <45 70> or over, but less than age <45 70>;
 - (d) <\$100 unlimited>, if, on the Future Purchase Date, you are age <45 70> or over.
- The increased monthly benefit, together with the monthly benefit(s) you would receive under any other group disability income plan(s), would exceed <50% – 80%> of your future purchase monthly earnings.
- 3. You are age <45 70> or over.]

2

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[Future purchase monthly earnings means your average gross monthly income as reported on your IRS federal income tax returns for the <one – five> year period just prior to your Future Purchase Date. It includes salary, profits, fees, commissions, bonuses, and other compensation for professional services. It does not include investment returns, rent, royalties or other like income not directly produced by your occupation. Earnings are determined after deduction of normal business expenses and losses, but before deduction of any income taxes.]

What Happens to a Payable Claim That Occurs Prior to the Increase?

The increased benefit will not apply to a *payable claim* that occurs prior to the increase. If you are disabled under the terms of this plan on a Future Purchase Date, this option will instead be made available you on the date you are no longer so disabled.

Payable claim means a claim for which Prudential is liable under the terms of the Group Contract.

Explanation of Variable Language for

83500 CAB-FP-1003

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as benefit amounts, benefit periods, ages, numbers, amounts, percentages or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The terms "Contract Holder", "Association", "Participating Association" and "Employer" may be used interchangeably.

The term "Plan Administrator" may be replaced by "Prudential".

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

Defined terms may be grouped and shown at the end of the certificate. Defined terms may be highlighted wherever they appear within the form.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be omitted.
- 2. This item may be omitted. It may be revised to omit any of the numbered or lettered item.
- 3. This item may be replaced by "plan administrator" or a similar term.

- 4. This item may be replaced with a flat dollar amount.
- 5. This item may be revised to reflect the specific details of a contract holder's plan. For example, it may be replaced by one of the versions below. This item and its definition may be revised to exclude commissions, bonuses, overtime pay and/or other compensation from the definition of future purchase monthly earnings.

Version 1

"Future purchase monthly earnings means your gross monthly income from your employer in effect just prior to your Future Purchase Date. It includes the average bonus, commissions and overtime pay earned per month during the shorter of: (i) the <12 - 60> month period just prior to your Future Purchase Date; or (ii) your period of employment. It does not include income received from any other extra compensation, or income received from sources other than your employer."

Version 2

"Future purchase monthly earnings means the following amount of your gross monthly income in effect just prior to your Future Purchase Date: the amount in excess of <\$500-\$10,000>. It includes the average bonus, commissions and overtime pay earned per month during the shorter of: (i) the <12 – 60> month period just prior to your Future Purchase Date; or (ii) your period of employment. It does not include income received from any other extra compensation, or income received from sources other than your employer."

Version 3

"Future purchase monthly earnings means your average gross monthly income from your employer as reported on your <W-2 or K-1> form for the <1 – 5> year period just prior to your Future Purchase Date. If you did not receive a <W-2 or K-1> form from your employer for the <1 – 5> year period just prior to your Future Purchase Date, it means your average gross monthly income from your employer during your period of employment."

Version 4

"Future purchase monthly earnings means the following amount of your average gross monthly income from your employer as reported on your <W-2 or K-1> form for the year just prior to your Future Purchase Date: the amount in excess of <\$500 - \$10,000>. If you did not receive a <W-2 or K-1> form from your employer for the year just prior to your Future Purchase Date, it means the amount of your average gross monthly income from your employer during your period of employment that is in excess of <\$500 - \$10,000>."

[Long Term] Disability Coverage – Additional Benefit Options

RECOVERY BENEFIT OPTION

1

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This Recovery Benefit Option applies to your [long term] disability coverage [only if your Specifications Page says that it does].

What Benefits Are Payable When You Return to Work?

Prudential will send you a lump sum recovery benefit upon your return to work after your disability if you meet all of these conditions[:

- You were receiving long term disability payments under the plan just before your return to work.
- You were not working while you were disabled.
- You have not reached the end of your maximum period of payment.
- You have not received a lump sum recovery benefit under the plan.]

Your lump sum benefit is the amount shown in the table below[, reduced by any benefits payable under the plan].

Period of time during which you received long term disability payments:	Lump Sum Benefit Amount
[44 days or less	None
45 days but less than 2 months	25% of the Monthly Benefit
2 months but less than 3 months	50% of the Monthly Benefit
3 months but less than 4 months	75% of the Monthly Benefit
4 months but less than 5 months	100% of the Monthly Benefit
5 months but less than 6 months	125% of the Monthly Benefit
6 months but less than 7 months	150% of the Monthly Benefit
7 months but less than 8 months	175% of the Monthly Benefit
8 months but less than 9 months	200% of the Monthly Benefit
9 months but less than 10 months	225% of the Monthly Benefit
10 months but less than 11 months	250% of the Monthly Benefit
11 months but less than 12 months	275% of the Monthly Benefit

12 months or longer

300% of the Monthly Benefit]

Explanation of Variable Language for

83500 CAB-RB-1001

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- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as benefit amounts, percentages or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be omitted.
- 2. Any bulleted item may be omitted.

[Long Term] Disability Coverage – Additional Benefit **Options**

CRITICAL ILLNESS BENEFIT OPTION

This Critical Illness Benefit Option applies to your [long term] disability coverage [only if your Specifications Page says that it does].

What Benefits Will be Provided If You Have a Critical Illness?

Prudential will pay a lump sum critical illness benefit to you when we determine that [, due to the same sickness or injury that caused your disability]:

- you have a covered critical illness; [and]
- you are under the **regular care** of a doctor[; and
- you have satisfied the *critical illness elimination period*.]

We may require you to be examined by doctors or other medical practitioners of our choice. Prudential will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Prudential Representative. Refusal to be examined or interviewed may result in denial or termination of your claim.

Your lump sum critical illness benefit is equal to [one of the following options:

- <\$1,000 to \$250,000>
- <\$1,000 to \$250,000>
- <\$1,000 to \$250,000>

See your Specifications Page for the option you selected.]

[Your critical illness elimination period is <0 to 365> days.]

Covered critical illness means [Amyotrophic Lateral Sclerosis (ALS) or related motor neuron disease, heart attack, life-threatening cancer, major organ or tissue transplant, paralysis, renal failure or stroke.

Amyotrophic Lateral Sclerosis (ALS) or related motor neuron disease means disease consisting of degeneration of the anterior horn cells in the spinal cord, the motor nuclei of the lower cranial nerves and the corticospinal and corticobulbar pathways.

The diagnosis of Amyotrophic Lateral Sclerosis (ALS) or related motor neuron disease must be confirmed by a licensed neurologist and supported by characteristic electromyographic changes associated with symptoms of weakness and variable wasting of affected muscles consistent with the diagnosis.

2

Heart attack means the infarction (death) of a portion of heart muscle, as a result of inadequate blood supply due to obstruction in one or more coronary arteries. To be a covered critical illness, a new occurrence of heart attack (or myocardial infarction) must be demonstrated by the following:

- electrocardiographic changes consistent with and supporting a diagnosis of new heart attack (myocardial infarction);
- a concurrent diagnostic elevation of cardiac enzymes; and
- imaging studies such as thallium scans, MUGA scans or stress echocardiograms.

Heart attack does not mean:

- congestive heart failure, atherosclerotic heart disease, angina, or coronary artery disease;
 or
- other dysfunction of the cardiovascular system.

Life-threatening cancer means a malignant neoplasm which is:

- characterized by uncontrolled growth and spread of malignant cells and the invasion of tissue; and
- is not specifically excluded below.

The term can include leukemia or lymphoma which has been diagnosed as life-threatening.

The diagnosis of a life-threatening cancer must be:

- made by a doctor;
- based on pathological evidence; and
- supported by a clinical evaluation.

A pathological diagnosis of cancer is based on microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be confirmed by a certified pathologist, whose diagnosis of malignancy is in keeping with the standards set up by the American Board of Pathology.

Life-threatening cancer does not include:

- early prostate cancer diagnosed as T1N0M0 or equivalent staging.
- carcinoma in situ. This is a diagnosis of cancer where the tumor cells:
 - lie within the tissue of the site of origin; and
 - have not invaded neighboring tissue.
- basal cell carcinoma and squamous cell carcinoma.
- stage 1 melanoma diagnosed as Clark's Level 1 or II; or Breslow less than 0.75 mm. This exclusion does not apply to invasive or metastatic malignant melanoma.

- stage 1 Hodgkin's Lymphoma.
- conditions with the potential to become malignant, pre-malignant lesions, benign tumors or polyps.

Major organ or tissue transplant means end stage major organ or tissue failure that requires your malfunctioning organ or tissue to be replaced with that of a suitable donor by generally accepted medical procedures. Transplanted organs or tissue covered by this definition are limited to liver, kidney, lung, heart, small intestine, pancreas and bone marrow tissue.

For a major organ or tissue transplant to be a covered critical illness under this benefit, you must also be registered in an organ registry as a potential recipient.

Paralysis means the complete and permanent loss of mobility in two or more limbs as a result of a specific neurological deficit. Paralysis does not include conversion reaction.

Renal (kidney) failure (or "end stage renal disease") means chronic and irreversible failure of both kidneys, which requires weekly or more frequent dialysis treatment. To be a covered critical illness under this benefit, the diagnosis of renal failure must be:

- made by a doctor who is a board certified nephrologist; and
- supported by objective testing and treatment.

Stroke means a cerebrovascular accident resulting in permanent neurological impairment from infarction (death) of brain tissue as a result of cerebral hemorrhage, embolism or thrombosis that results in:

- significant impairment in cognition or mobility;
- complete or partial loss of function involving motion or sensation of part of the body; and
- measurable and documented permanent neurological deficits.

The diagnosis of stroke must be confirmed by neuroimaging studies such as CAT scan or MRI. Stroke does not include head injury, transient ischemic attack (TIA) or other cerebrovascular insufficiency.]

Regular care means:

- you personally visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your critical illness; and
- you are receiving the most appropriate treatment and care, which conforms with generally
 accepted medical standards, for your critical illness by a doctor whose specialty or
 experience is the most appropriate for your critical illness, according to generally accepted
 medical standards.

[Critical Illness elimination period means a period of consecutive days which you have survived and which must be satisfied before you are eligible to receive critical illness benefits from Prudential. Your critical illness elimination period begins on the date your covered critical illness begins.]

1

[Can You Satisfy Your Critical Illness Elimination Period If You Are Working?

Yes, provided you meet the definition of critical illness.]

When Will You Receive Your Critical Illness Payment?

You will receive your critical illness payment when we approve your claim[, providing:

- the critical illness elimination period has been met, and
- you are receiving long term disability benefits under the plan].

[When Is This Critical IIIness Benefit Not Payable?

This benefit is not payable for more than one critical illness during your lifetime, regardless of the number of times you have a critical illness.

This benefit is not payable for a critical illness caused by, contributed to by, or resulting from your pre-existing condition.

This benefit is not payable for your critical illness which begins after you begin receiving long term disability benefits under the plan, unless your critical illness begins within <0 - 24 months> of the date you meet the elimination period for your disability.

This benefit is not payable for a critical illness which begins after the date you attain age <60 – 85>.

This benefit is not payable if you refuse to be examined by doctors, other medical practitioners or vocational experts of our choice, or if you refuse to be interviewed by an authorized Prudential Representative.

This benefit is not payable if you fail to submit proof of critical illness satisfactory to Prudential.

This benefit is not payable for a critical illness while you are outside the United States, territories and possessions of the United States, or Canada. This applies whether or not you were outside such area when your critical illness began.

This benefit is not payable for a critical illness while you are incarcerated as a result of a conviction. This applies whether or not you were incarcerated as a result of a conviction when your critical illness began.]

[What Is a Pre-Existing Condition?

5 Y

You have a pre-existing condition if both 1. and 2. are true:

 (a) You received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines, or followed treatment recommendation in the <0 - 24 months> just prior to the date your coverage for this benefit began or the date an increase in critical illness benefits would otherwise be available; or

- (b) you had symptoms for which an ordinarily prudent person would have consulted a health care provider in the <0 24 months> just prior to the date your coverage for this benefit began or the date an increase in critical illness benefits would otherwise be available.
- 2. Your critical illness begins within <0 24 months> of the date your coverage for this benefit begins.

But, you do not have a pre-existing condition if, after the date your coverage for this benefit begins or the date an increase in critical illness benefits would otherwise be available, there is a period of <0-18 months> or more during which you do not:

- receive medical treatment, consultation, care or services, including diagnostic measures, or take prescribed drugs or medicines, or follow treatment recommendation for that condition; and
- 2. have symptoms related to that condition for which an ordinarily prudent person would have consulted a health care provider.]

[How Does a Pre-Existing Condition Affect an Increase in Your Critical IIIness Benefits?

If there is an increase in your critical illness benefits due to an amendment of the plan; or your enrollment in another plan option, a benefit limit will apply if your critical illness is due to a pre-existing condition.

You will be limited to the critical illness benefits you had on the day before the increase if your critical illness begins during the <0 - 24 month> period starting with the date the increase in critical illness benefits would have been effective.]

How Do You File a Critical Illness Claim?

The claim rules that apply to your [Long Term] Disability coverage also apply to this Critical Illness Benefit. See the Claim Information page for details.

Explanation of Variable Language for

83500 CAB-CIBL-1001

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The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

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Marginal Notes

- 1. This item may be omitted.
- 2. This item may be revised to omit one or more illnesses.
- 3. This item may be omitted. It may be revised to omit any bulleted item.
- 4. This item may be omitted in its entirety. It may be revised to omit any paragraph. The pre-existing condition exclusion may be revised to state: This benefit is not payable for a critical illness due to a pre-existing condition. The pre-existing condition exclusion may also be revised to permit a "tiered application" of the pre-existing condition exclusion. A "tiered application" means an application of the pre-

existing condition exclusion that varies within the client's plan. For example, preexisting condition exclusion may vary by:

- a benefit threshold where the first specified dollar amount of benefits may be subject to a shorter pre-existing condition limit and benefits in excess of that specified amount are subject to a longer limit; or
- length of service where members with less than a specified period of membership may be subject to a longer pre-existing condition limit and members with more than that specified period of membership are subject to a shorter limit; or
- job classification where a pre-existing condition exclusion may apply to some classes and not to others.
- 5. This item may be omitted. It may be revised to omit any bulleted item, to omit the prudent person condition, or to omit the treatment-free period. It may be revised to permit a "tiered application" of the pre-existing condition exclusion as described in item 4 above.
- 6. The benefit options shown are illustrative and will be revised to reflect the specific details of a contract holder's plan. For example, the benefit may be a percent of the LTD monthly benefit up to a maximum amount.

[Long Term] Disability Coverage – Additional Benefit Options

CATASTROPHIC DISABILITY BENEFIT OPTION

This Catastrophic Disability Benefit Option applies to your [long term] disability coverage [only if your Specifications Page says that it does].

How Does Prudential Define Catastrophic Disability?

You are catastrophically disabled when Prudential determines that, due to the same sickness or injury that caused your disability, you:

- are unable to perform, without substantial assistance, at least [<one to two>] activities of daily living; or
- have a severe *cognitive impairment*, which requires *substantial supervision* to protect you from threats to health and safety.

We may require you to be examined by doctors or other medical practitioners of our choice. Prudential will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Prudential Representative. Refusal to be examined or interviewed may result in denial or termination of your claim.

Substantial assistance means:

- the physical assistance of another person without which you would not be able to perform an activity of daily living; or
- the constant presence of another person within arm's reach which is necessary to prevent, by physical intervention, injury to you while you are performing an activity of daily living.

Activities of daily living means:

- Bathing washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Continence the ability to maintain control of bowel and bladder function; or, when unable
 to maintain control of bowel and bladder function, the ability to perform associated personal
 hygiene (including caring for catheter or colostomy bag);
- Dressing putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- Eating feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously;
- Toileting getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;

 Transferring - sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either by walking, using a wheelchair or by other means.

Cognitive impairment means a loss or deterioration in intellectual capacity that is:

- comparable to and includes Alzheimer's disease and similar forms of irreversible dementia;
 and
- measured by clinical evidence and standardized tests that reliably measure impairment in the individual's short-term or long-term memory, orientation as to person, place or time; and deductive or abstract reasoning.

Substantial supervision means continual oversight that may include cueing by verbal prompting, gestures, or other demonstrations by another person, and which is necessary to protect you from threats to your health or safety.

When Will You Begin to Receive Payments for Your Catastrophic Disability?

You will begin to receive catastrophic disability payments when we approve your claim[, providing:

- you are receiving long term disability benefits under the plan; and
- you have had your catastrophic disability for a period of at least <0 to 365> consecutive days].

How Much Will Prudential Pay When You Have a Catastrophic Disability?

Your monthly catastrophic disability payment is equal to [one of the following options:

- <10% to 60%> of your *monthly earnings*, but not more than <\$1,000 to \$10,000>
- <10% to 60%> of your monthly earnings, but not more than <\$1,000 to \$10,000>
- <10% to 60%> of your monthly earnings, but not more than <\$1,000 to \$10,000>

See your Specifications Page for the option you selected.

But, if your monthly catastrophic disability payment, together with your monthly long term disability payment, exceeds your maximum monthly benefit, your monthly catastrophic disability amount will be reduced by the excess amount.] Your monthly catastrophic disability payment will not be reduced by any deductible sources of income.

[Monthly earnings means your average gross monthly income as reported on your IRS federal income tax returns for the <one – five> year period just prior to the date you have a catastrophic disability. It includes salary, profits, fees, commissions, bonuses, and other compensation for professional services. It does not include investment returns, rent, royalties or other like income not directly produced by your occupation. Earnings are determined after deduction of normal business expenses and losses, but before deduction of any income taxes.]

2

How Long Will Prudential Continue to Send You Catastrophic Disability Payments?

Prudential will send you a catastrophic disability payment each month [up to the *maximum period of catastrophic disability payment*.

Your maximum period of catastrophic disability payment is one of the following options:

- <6 months to lifetime>
 - <6 months to lifetime>
 - <6 months to lifetime>

See your Specifications Page for the option you selected.]

We will stop sending you payments and your catastrophic disability claim will end [on the earliest of the following:

- 1. The end of the maximum period of catastrophic disability payment.
- 2. The date you no longer have a catastrophic disability under the terms of the plan.
- 3. The date you fail to submit proof of continuing catastrophic disability satisfactory to Prudential.
- 4. The date you refuse to be examined by doctors, other medical practitioners or vocational experts of our choice.
- 5. The date you refuse to be interviewed by an authorized Prudential Representative.
- 6. The date you are no longer receiving long term disability benefits under the plan.]

[Maximum period of catastrophic disability payment means the longest period of time Prudential will make catastrophic disability payments to you for any one period of catastrophic disability.]

1

The Prudential Insurance Company of America

Explanation of Variable Language for

83500 CAB-CDB-1001

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Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

Defined terms may be grouped and shown at the end of the certificate. Defined terms may be highlighted wherever they appear within the form.

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Marginal Notes

- 1. This item may be omitted.
- 2. This item may be omitted. It may be revised to omit any bulleted item.
- 3. The monthly catastrophic disability payment shown is illustrative and will be revised to reflect the specific details of a contract holder's plan. For example, the monthly payment may be a flat amount.
- 4. This item may be omitted. When it is included, this item will match the comparable definition of monthly earnings under the long term disability plan.

- 5. The maximum period of payment shown is illustrative and will be revised to reflect the specific details of a contract holder's plan. For example, the maximum period of payment may be "tiered", depending upon the age of the insured, job classification, or length of service.
- 6. This item may be revised to omit any numbered item. It may be revised to show a termination date that is, for example, "the first of the month following the date" described in the item, or "the first Premium Payment Date following the date" described in the item.

[Short Term and Long Term] Disability Coverage CLAIM INFORMATION When Do You Notify Prudential of a Claim? We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. [Written] notice of a claim should be given within [30 days] after the date your disability [or critical illness] begins. However, you must give Prudential [written] proof of your claim no later than [90 days] after your elimination period [or critical illness elimination period] ends. If it is not possible to give proof within [90 days], it must be given no later than [1 year] after the time proof is otherwise required except in the absence of legal capacity. [The claim form is available from your Employer, or you can request a claim form from the Plan Administrator. If you do not receive the form from the Plan Administrator within 15 days of your request, send written proof of claim to the Plan Administrator without waiting for the form.] You must notify us immediately when you return to work in any capacity. [Do You Have to File a Claim for Both Short Term and Long Term Disability 3 Benefits? If you have filed a claim for Short Term Disability benefits with Prudential, there is no need to file a Long Term Disability claim if you continue to be disabled.] How Do You File a Claim? 4 [You and your Employer must fill out your own section of the claim form and then give it to your attending doctor. Your doctor should fill out his or her section of the form and send it directly to the Plan Administrator.] What Information Is Needed as Proof of Your Claim? Your proof of claim, provided at your expense, must show: (1) That you are under the **regular care** of a **doctor**. (2) Appropriate documentation of your [weekly or monthly] earnings.

(3) [Appropriate documentation that you are not working at any job during the elimination

[(5)] Appropriate documentation of the disabling disorder [or critical illness].

period for your Long Term Disability claim.

(4)] The date your disability [or critical illness] began.

83500 CCLM-1035 [(6)] The extent of your disability, including restrictions and limitations preventing you from performing your [regular occupation or any gainful occupation or an activity of daily living].

[(7)] The name and address of any *hospital or institution* where you received treatment, including all attending doctors.

[(8)] The name and address of any doctor you have seen.

For your [Short Term and Long Term] Disability claim, we may request that you give proof of continuing disability, satisfactory to Prudential, indicating that you are under the regular care of a doctor. In some cases, you will be required to give Prudential authorization to obtain additional medical information, and to provide non-medical information (e.g., [copies of your IRS federal income tax return, W-2's and 1099's]) as part of your proof of claim, or proof of continuing disability. This proof, provided at your expense, must be received within [<30 –

the appropriate information is not submitted.

[For your Critical Illness claim, we may request that you send proof of continuing critical illness, satisfactory to Prudential, indicating that you are under the regular care of a doctor. In some cases, you will be required to give Prudential authorization to obtain additional medical information as part of your proof of claim, or proof of continuing critical illness. This proof, provided at your expense, must be received within <30 – 180> days of a request by us. Prudential will deny your claim or stop sending you payments if the appropriate information is not submitted.]

180> days] of a request by us. Prudential will deny your claim or stop sending you payments if

Regular care means:

- you personally visit a doctor as frequently as is medically required, according to generally
 accepted medical standards, to effectively manage and treat your disabling condition(s) [or
 critical illness]; and
- you are receiving the most appropriate treatment and care, which conforms with generally
 accepted medical standards, for your disabling condition(s) [or critical illness] by a doctor
 whose specialty or experience is the most appropriate for your disabling condition(s) [or
 critical illness], according to generally accepted medical standards.

Doctor means:

a person who is performing tasks that are within the limits of his or her medical license; and

- is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
 or
- has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Prudential will not recognize any relative including, but not limited to, you, your [spouse], or a child, brother, sister, or parent of you or your [spouse] as a doctor for a claim that you send to us.

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Hospital or institution means an accredited facility licensed to provide care and treatment for the condition causing your disability [or critical illness].

Who Will Prudential Make Payments To?

Prudential will make payments to you.

What Happens If Prudential Overpays Your Claim?

Prudential has the right to recover any overpayments due to:

- fraud; [and]
- any error Prudential makes in processing a claim[; and
- your receipt of deductible sources of income].

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Prudential will not recover more money than the amount we paid you.

What Are the Time Limits for Legal Proceedings?

You can start legal action regarding your claim [60 days] after proof of claim has been given and up to [3 years] from the time proof of claim is required, unless otherwise provided under federal law.

How Will Prudential Handle Insurance Fraud?

Prudential wants to ensure you and [your Employer] do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Prudential promises to focus on all means necessary to support fraud detection, investigation and prosecution.

In some jurisdictions, if you knowingly and with intent to defraud Prudential, file an application or a statement of claim containing any materially false information or conceal for the purpose of misleading, information concerning any fact material thereto, you commit a fraudulent insurance act, which is a crime and subjects you to criminal and civil penalties. These actions will result in denial or termination of your claim, and, where such laws apply, are subject to prosecution and punishment to the full extent under any applicable law. Prudential will pursue all appropriate legal remedies in the event of insurance fraud.

The Prudential Insurance Company of America

Explanation of Variable Language for 83500 CCLM-1035

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as names, numbers, or time periods which will be revised to reflect the specific details of a contract holder's plan.

Ranges (e.g., of percentages, amounts, time periods) are shown for some illustrative material and are indicated by arrows on the forms. Actual entries will always fall within the ranges.

The terms "Contract Holder", "Association", "Participating Association" and "Employer" may be used interchangeably.

The term "Plan Administrator" may be replaced by "Prudential".

The term "you" may be replaced by the term "member", "participant" or other appropriate term describing a member of the group insured.

The term "spouse" may be replaced by "spouse or domestic partner", or other appropriate term describing a domestic partner.

"Basic", "Optional", "Voluntary", or "Core" may be added in front of the coverage name (e.g., Voluntary Long Term Disability Coverage).

Reference to critical illness may be omitted.

Defined terms may be grouped and shown at the end of the certificate. Defined terms may be highlighted wherever they appear within the form.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be revised to refer to only one coverage, such as only to Short Term Disability Coverage or only Long Term Disability Coverage.
- 2. When claim notice is by telephone or internet, references to "written" and paper claim forms will be omitted.
- 3. This item may be omitted. It may be revised to provide alternate instructions for filing a Long Term Disability claim. For example, this item may specify how additional Long Term Disability claim information may be provided via the telephone or internet.
- 4. This item may be revised to provide instructions for submitting claims by telephone or internet. For example:

"You must contact the Plan Administrator via the toll-free 866# on the back of your disability claim ID card to provide information about your disability. Prudential will contact your doctor for medical information and your diagnosis. If Prudential is unable to obtain this information from your doctor over the telephone, we will mail forms to you for completion."

- 5. This item may be omitted.
- 6. This item may be revised to replace "regular occupation" with "own occupation". Reference to "gainful occupation" and/or "activity of daily living" may be omitted.
- 7. This item may be revised to include other appropriate financial documents, such as the Canadian equivalents of these tax documents.





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The Prudential Insurance Company of America 751 Broad Street, Newark, New Jersey 07102

Request for Reinstatement and Affirmation of Good Health

	Name: John Doe Address: 123 Main Street		
	City:Any town Type And Amount Of Coverage To Be Reinstated:	State: <u>NJ</u> Zip: <u>12345</u>	
263	Complete the following if the person seeking insurance coverage reinstatement is not a member of [the A.B.C. Group]:		
	[Member] Name:	[Member] No.:	
	By completing and signing this Request For Reinstatement, I, certify that I am:	John Doe	
	A member in good standing of [the A.B.C. Group, or] Spouse of a member in good standing of the A.B.C. Group, or Domestic Partner of a member in good standing of the A.B.C. Group, or Full-time employee of an A.B.C. Group member in good standing, or Spouse of a Full-time employee of an A.B.C. Group member in good standing, or Domestic Partner of a Full-time employee of an A.B.C. Group member in good standing.]		

Further, I certify that during the past 5 years I have not sought medical attention for, been diagnosed with, or taken medication for: heart trouble, high blood pressure, cancer, diabetes, disease of the brain or nervous system, disorder of the immune system, or mental disorder. Also, I certify that during the past 5 years I have not sought treatment, been counseled, hospitalized, or treated for the use of alcohol or drugs.

I understand and agree that the insurance coverage being sought with this Request for Reinstatement is conditional on the truthfulness of the above statements. I further agree that if within two (2) years of the effective date of any coverage issued by The Prudential Insurance Company of America ("Prudential") as a result of completing this Request for Reinstatement, Prudential discovers any misrepresentation in the statements contained herein, Prudential shall have the right to declare any certificate of insurance issued based on the above certifications null and void, with coverage cancelled back to the effective date of such certificate of insurance, with the refund of any premiums paid since the signing of this form the only obligation of Prudential.

GL.2009.025 [Ed. 1/2009]



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[For residents of all states except Florida, New Jersey, New York, Pennsylvania, Utah, Vermont, Virginia and Washington; WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing an insurance application or a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is/may be guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

FLORIDA RESIDENTS – Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NEW JERSEY RESIDENTS - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **This notice ONLY applies to accident and disability income coverage.**

PENNSYLVANIA and **UTAH RESIDENTS** - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any material fact thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

VERMONT RESIDENTS – Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

VIRGINIA RESIDENTS - Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing a statement of claim for payment of a loss or benefit may have violated state law, is guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

WASHINGTON RESIDENTS - Any person who knowingly provides false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company commits a crime. Penalties include imprisonment, fines, and denial of insurance benefits.]

John Doe	Date: 2/3/09
Signature	
John Doe	
Print Your Full Name	



[Group Life and Disability coverages are] issued by The Prudential Insurance Company of America, a New Jersey company, 751 Broad Street, Newark, NJ 07102. Please refer to the Booklet-Certificate, which is made a part of the Group Contract, for all plan details, including any exclusions, limitations and restrictions which may apply. If there is a discrepancy between this document and the Booklet-Certificate/Group Contract issued by Prudential, the terms of the Group Contract will govern. Contract provisions may vary by state. Contract series: [83500].

GL.2009.025 [Ed. 1/2009]

The Prudential Insurance Company of America

Explanation of Variable Language for

GL.2009.025

There are two types of variable material set forth in brackets within this form. These types are:

- A. Illustrative material; and
- B. Specific variable material.

Illustrative material consists of any entries such as dates and the name of the client which may be varied.

The term "Member" may be replaced by "Participant" or other appropriate term describing a member of the group insured.

The bracketed references will be appropriately modified to reflect grammatical form.

Specific variable material is noted by Marginal Notes. Specific variable material will be changed only as indicated in the Marginal Note explanations shown below. But, illustrative material that appears within specific variable material may be varied as described above.

Marginal Notes

- 1. This item may be omitted or revised as follows:
 - Any of the items next to the boxes may be omitted.
 - The references to Domestic Partners will be deleted if not permitted by state law. These references may also be revised to show alternate eligibility where required or permitted by state law. For example, Domestic Partner may be changed to Registered Domestic Partner or Civil Union Partner in the states where it is required.
- 2. This item may be revised to accommodate law changes or language required by particular states.

SERFF Tracking Number: PRUX-126091014 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 41978

Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUX-126091014 State: Arkansas
Filing Company: The Prudential Insurance Company of America State Tracking Number: 41978

Company Tracking Number: SLDAR0182501F01

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: PF: Association Disability

Project Name/Number: PF: Association Disability/83500 CSP-LTD-1003, et al

Supporting Document Schedules

Review Status:

Satisfied -Name: Flesch Certification Approved-Closed 03/27/2009

Comments:

Please see the cover letter.

Review Status:

Satisfied -Name: Cover Letter Approved-Closed 03/27/2009

Comments: Attachment:

Cover Letter.PDF

Review Status:

Bypassed -Name: Application Approved-Closed 03/27/2009

Bypass Reason: Not Applicable.

Comments:



Patricia A. Lloyd Assistant Secretary

The Prudential Insurance Company of America 80 Livingston Avenue, Roseland, NJ 07068 Tel 973-548-6479 Fax 973-548-6480 pat.lloyd@prudential.com

March 26, 2009

Commissioner Jay Bradford Insurance Commissioner Compliance - Life and Health Arkansas Department of Insurance 1200 West Third Street Little Rock, Arkansas 72201-1904

Re: 83500 CSP-LTD-1003, et al

Dear Commissioner Bradford:

We submit, for filing, the group insurance forms listed below. These are new forms and are not intended to replace any previously filed forms. The variable material in these forms has been indicated by brackets and is subject to change as described in the applicable Explanation of Variable Language.

Form Number	<u>Description</u>
83500 CSP-LTD-1003	Specifications Page - Long Term Disability Plan
83500 CERT-1025	Certificate of Coverage
83500 CGP-1034	General Provisions
83500 CGI-1002	Long Term Disability Coverage - General Information
83500 CBI-LTD-1204	Long Term Disability Coverage - Benefit Information
83500 COTS-LTD-1018	Long Term Disability Coverage - Other Services
83500 CAB-COLA-1001	Long Term Disability Coverage - Additional Benefit Options - Cost of
	Living Adjustment Benefit Option
83500 CAB-ADLX-1001	Long Term Disability Coverage - Additional Benefit Options - Extension
	of Benefits Option
83500 CAB-FP-1003	Long Term Disability Coverage - Additional Benefit Options - Future
	Purchase Option
83500 CAB-RB-1001	Long Term Disability Coverage - Additional Benefit Options - Recovery
	Benefit Option
83500 CAB-CIBL-1001	Long Term Disability Coverage - Additional Benefit Options - Critical
	Illness Benefit Option
83500 CAB-CDB-1001	Long Term Disability Coverage - Additional Benefit Options -
	Catastrophic Disability Benefit Option
83500 CCLM-1035	Short Term and Long Term Disability Coverage - Claim Information
GL.2009.025	Request for Reinstatement and Affirmation of Good Health

Description of Filing. All of the forms in this filing may be issued as long term disability coverage. In addition, forms 83500 CGI-1002 and 83500 CGP-1034 may be issued as short term disability coverage and business overhead expense disability coverage, forms 83500 CERT-1025 and 83500 CCLM-1035 may be issued as short term disability coverage, and form GL.2009.025 may be used with group term life coverage.

Intended Use. These forms may be used with our 83500 series of forms and any other appropriate group insurance forms on file with the Department. While these forms have been developed with associations as their primary audience, they may also be used with other eligible groups such as single employers.

Certification. We certify that, in our judgment, the forms in this submission are in compliance with Rule 19 (Unfair Sex Discrimination in the Sale of Insurance), Rule 49 (Life and Health Insurance Guaranty Association Notices), A.C.A. 23-79-138 and Bulletin 11-88 (Policy Information Requirements), and all applicable requirements of the Department.

Readability Certification. We certify that, in our judgment, the forms in this submission comply with the requirements of A.C.A. 23-80-201 through 23-80-208, cited as the Life and Accident and Health Insurance Policy Language Simplification Act. These forms have been scored separately for the Flesch reading ease test using the computer service to which we subscribe. The test was applied to the entire contract form and the score for each form is shown below.

83500 CSP-LTD-1003 52.8 83500 CERT-1025 57.9 83500 CGP-1034 55.2 83500 CGI-1002 68.7 83500 CBI-LTD-1204 56.1 83500 COTS-LTD-1018 55.5 83500 CAB-COLA-1001 55.8 83500 CAB-ADLX-1001 50.1 83500 CAB-FP-1003 55.6 83500 CAB-RB-1001 55.8 83500 CAB-CIBL-1001 51.0 83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3 GL.2009.025 53.1	Form Number	Flesch Score
83500 CGP-1034 55.2 83500 CGI-1002 68.7 83500 CBI-LTD-1204 56.1 83500 COTS-LTD-1018 55.5 83500 CAB-COLA-1001 55.8 83500 CAB-ADLX-1001 50.1 83500 CAB-FP-1003 55.6 83500 CAB-RB-1001 55.8 83500 CAB-CIBL-1001 55.8 83500 CAB-CIBL-1001 55.8 83500 CAB-CIBL-1001 53.4 83500 CAB-CDB-1001 53.4	83500 CSP-LTD-1003	52.8
83500 CGI-1002 68.7 83500 CBI-LTD-1204 56.1 83500 COTS-LTD-1018 55.5 83500 CAB-COLA-1001 55.8 83500 CAB-ADLX-1001 50.1 83500 CAB-FP-1003 55.6 83500 CAB-RB-1001 55.8 83500 CAB-CIBL-1001 51.0 83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3	83500 CERT-1025	57.9
83500 CBI-LTD-1204 56.1 83500 COTS-LTD-1018 55.5 83500 CAB-COLA-1001 55.8 83500 CAB-ADLX-1001 50.1 83500 CAB-FP-1003 55.6 83500 CAB-RB-1001 55.8 83500 CAB-CIBL-1001 51.0 83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3	83500 CGP-1034	55.2
83500 COTS-LTD-1018 55.5 83500 CAB-COLA-1001 55.8 83500 CAB-ADLX-1001 50.1 83500 CAB-FP-1003 55.6 83500 CAB-RB-1001 55.8 83500 CAB-CIBL-1001 51.0 83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3	83500 CGI-1002	68.7
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83500 CAB-ADLX-1001 50.1 83500 CAB-FP-1003 55.6 83500 CAB-RB-1001 55.8 83500 CAB-CIBL-1001 51.0 83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3	83500 COTS-LTD-1018	55.5
83500 CAB-FP-1003 55.6 83500 CAB-RB-1001 55.8 83500 CAB-CIBL-1001 51.0 83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3	83500 CAB-COLA-1001	55.8
83500 CAB-RB-1001 55.8 83500 CAB-CIBL-1001 51.0 83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3	83500 CAB-ADLX-1001	50.1
83500 CAB-CIBL-1001 51.0 83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3	83500 CAB-FP-1003	55.6
83500 CAB-CDB-1001 53.4 83500 CCLM-1035 53.3	83500 CAB-RB-1001	55.8
83500 CCLM-1035 53.3	83500 CAB-CIBL-1001	51.0
	83500 CAB-CDB-1001	53.4
GL.2009.025 53.1	83500 CCLM-1035	53.3
	GL.2009.025	53.1

Filing Fee. The filing fee of \$280 is being sent through Electronic Fund Transfer (EFT). Retaliatory filing fees are not applicable because our home state, New Jersey, does not charge filing fees.

Deemer. We will place these forms in use 30 days after the date you receive this filing unless we receive affirmative acknowledgment, disapproval or request for extension.

If there are any questions regarding this filing, please feel free to call Susan Roman at 973-548-6379 or me at 973-548-6479.

Sincerely,

Patricia A. Lloyd Assistant Secretary

Patricia a. Hoyd